UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V 29

IN THE MATTER OF:

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U.S. EPA Docket No.

AMERICAN CHEMICAL SERVICES, INC. Griffith, Indiana

V-W- '88 -C- 113

Proceeding under Section 104)
and Section 122(a) and (d)(3))
of the Comprehensive Environmental)
Response, Compensation and Liability)
Act of 1980, as amended.

ADMINISTRATIVE ORDER BY CONSENT

The United States Environmental Protection Agency ("U.S. EPA") and the Respondents have each agreed to the making and entry of this Administrative Order by Consent ("Consent Order").

JURISDICTION

A. This Consent Order is issued pursuant to the authority of the President of the United States by Sections 104 and 122(a) and (d)(3) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. 99-499 ("CERCLA"), and delegated to the Administrator of the U.S. EPA on January 29, 1987, by Executive Order 12580, 52 Federal Register 2923, and further delegated to the Assistant Administrator for Solid Waste and Emergency Response and Regional Administrators by U.S. EPA Delegation No. 14-14C on February 26, 1987.

B. The Respondents agree to undertake all actions required by the terms and conditions of this Consent Order. Solely for the

purposes of this Consent Order, the Respondents consent to and will not contest or legally challenge the issuance of this Consent Order or the U.S. EPA's jurisdiction to issue this Consent Order in an action to enforce the terms of this Consent Order.

II. NOTICE OF ACTION

- A. The U.S. EPA has notified the potentially responsible parties whom it has identified as of the date of the entry of this Consent Order of this action and has provided them with the names and addresses of other potentially responsible parties, the volume and nature of substances contributed by each of them, and a ranking by volume of the substances at the American Chemical Services, Inc. facility, to the extent such information is available, pursuant to Section 122(e) of CERCLA.
- B. U.S. EPA has notified the Federal Natural Resource

 Trustee of this action pursuant to the requirements of Section

 122(j) and Section 104(b)(2) of CERCLA.
- C. U.S. EPA has notified the State of Indiana of this action pursuant to the requirements of Section 121(f) and Section 104(b)(2) of CERCLA.

III. PARTIES BOUND

A. This Consent Order shall apply to and be binding upon the United States Environmental Protection Agency (U.S. EPA) and all other signatories to this Order (hereinafter referred to as the "Respondents"), their respective successors and assigns, and upon

- all persons, firms, subsidiaries and divisions acting under or for the Respondents or the U.S. EPA.
- B. Each undersigned representative of the U.S. EPA and the Respondents certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Order and to execute and legally bind such party to this document.
- No change in ownership or corporate or partnership status shall in any way alter the status or responsibility of any Respondent under this Consent Order. EPA shall not object, however, to substitution of a successor corporate entity to take the place of a Respondent under this Consent Order so long as the original Respondent remains available as a guarantor of the transferred obligations in case of a default by the successor. The Respondents shall be responsible for carrying out all actions required of the Respondents by the terms and conditions of this Consent Order. Should any Respondent fail to undertake the obligations required under this Consent Order, the remaining Respondents are responsible for completing the tasks required under this Consent Order. Each party shall be responsible for providing a copy of this Consent Order to each contractor, consultant, firm and other person or entity acting under or for them with respect to matters included herein. In any action to enforce the terms of this Consent Order or for a violation of the terms of this Consent Order, it shall not be a defense to Respondents that its contractor, consultant, firm and/or other person or entity acting under or for them violated this Consent Order.

IV. STATEMENT OF PURPOSE

- A. In entering into this Consent Order, the mutual objectives of the U.S. EPA and the Respondents are for the Respondents: (1) to conduct a remedial investigation (RI) to determine the nature and extent of any release or threatened release of hazardous substances, pollutants or contaminants from the American Chemical Services, Inc. site and (2) to perform a feasibility study (FS) to identify and evaluate alternatives for the appropriate extent of remedial action, if any, necessary to prevent or mitigate the migration, if any, or the release or threatened release of hazardous substances, pollutants or contaminants from the American Chemical Services, Inc. site.
- B. The activities conducted pursuant to this Consent Order are subject to approval by the U.S. EPA as provided herein, shall employ sound scientific, engineering and construction practices, shall be conducted in accordance with the Work Plan and are consistent with the National Contingency Plan, as amended, 40 C.F.R. § 300.68(a)-(j) (50 Fed. Reg. 47912 (November 20, 1985)), and CERCLA.

V. U.S. EPA'S FINDINGS OF FACT

Without admission of any fact, liability or responsibility by the Respondents, the Regional Administrator of the U.S. EPA, Region V, for purposes of this Consent Order, makes the following findings based upon information available on the effective date of this Consent Order:

- A. American Chemical Services, Inc. (ACS) owns and operates a facility located at 420 South Colfax, Griffith, Indiana.

 American Chemical Services, Inc., began operations in 1955 as a solvent reclaimer and chemical manufacturer. The ACS operation continues in business today and is operating under interim RCRA status. Over the course of its operation, ACS disposed of a number of wastes on property owned or leased by ACS. At its greatest extent, ACS owned and leased approximately 52.77 acres of land adjoining Colfax Avenue, extending on both sides of the railroad tracks.
- B. Based upon information currently available to U.S. EPA, hazardous substances, pollutants or contaminants as defined in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), have come to be located at the American Chemical Services, Inc. site including the following which are known of at this time:

Phenols
Chlorinated Ethanes
Chlorinated Ethenes
Heavy Metals
Cyanide
Benzene

- 1, 2 Transdichloroethylene
 Ethylbenzene
 Toluene
 4 Dimethylphenol
 Pentachlorophenol
 1, 1 Trichloroethane-Chloroethane
 Acetone
- C. Analysis of groundwater samples have shown the following hazardous substances are present in groundwater on and near the American Chemical Services, Inc. site:
 - 1, 1 Transdichloroethylene
 Ethylbenzene
 Toluene
 2, 4 Dimethylphenol
 Pentachlorophenol
 Benzene
 1, 1, 1 Trichloroethane-Chloroethane
 Acetone

- D. U.S. EPA believes that groundwater is the primary receptor of concern. There are private water well users in the area. Since volatile organic contaminants do already exist on site in the groundwater, EPA believes there is a potential of the contaminants spreading to drinking water wells.
- E. The present or former owners and/or operators of the land at the American Chemical Services, Inc. facility and the Appurtenant Areas, both as defined herein, include American Chemical Services, Inc., Pazmey Associates Ltd., Kapica Drum Inc., the Town of Griffith, the Chesapeake & Ohio Railway, Swift Chemical Co., Eschem, Inc., Reichhold Chemical Corporation and Dr. Zarija Djurovic. The generators of the hazardous substances which used American Chemical Services, Inc. for material reclamation during the period 1955 through 1975 are approximately 400 companies, some of which are Respondents herein.
- F. Based on results of U.S. EPA investigations and the scoring of the site pursuant to the Hazard Ranking System, the American Chemical Services, Inc. facility was placed on the National Priorities List ("NPL") pursuant to Section 105 of CERCIA. See 40 C.F.R. Part 300, Appendix B.
- G. American Chemical Services, Inc. has been notified by U.S. EPA of its potential liability at the ACS Site but is unwilling or unable to solely undertake the Remedial Investigation/Feasibility Study at the ACS Site.

VI. DEFINITIONS

A. "American Chemical Services, Inc. Facility" or "ACS Facility" means the American Chemical Services, Inc. facility located at 420 South Colfax, Griffith, Indiana, and the Off-Site Drum Containment

Area presently or formerly owned and operated by ACS, both as

- defined on the map contained in Attachment A. B. "Appurtenant Areas" means the property, or portions thereof, owned by Dr. Zarija Djurovic located at 600 South Arbogast, Griffith, Indiana (formerly the property of Pazmey Associates, Ltd. and, prior to that time, of Kapica Drum, Inc.), the Town of Griffith, Indiana Landfill property and the property currently or formerly Owned by Chesapeake & Ohio Railway, where ACS hazardous substances were disposed of, or allegedly disposed of, all as defined on the
 - C. *American Chemical Services, Inc. Site* or *ACS Site* map contained in Attachment A.
 - means those properties described in paragraphs A and B above. D. "National Contingency Plan" or "NCP" means the National
 - Oil and Hazardous Substances Pollution Contingency Plan set forth at 40 C.F.R. part 300, as revised at 50 Federal Register

- E. "Respondent" means any person (as that term is defined 47950-47979 (November 20, 1985). in 42 U.S.C. \$ 9601 (21)) other than U.S. EPA who is a party to F. *U.S. EPA* means the United States Environmental Protection this Consent Order and is listed in Attachment B.

 - *CERCLA* means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Agency .

H. Except as Otherwise provided in this Order, the definitions Amendments and Reauthorization Act of 1986. provided in Section 101 of CERCLA shall control the meaning of the terms used in this Order.

VII. U.S. EPA'S CONCLUSIONS OF LAW

Without admission of any fact, liability or responsibility by the Respondents, the Regional Administrator of the U.S. EPA, Region V, for purposes of this Consent Order, makes the following conclusions of law based upon information available on the effective date of this Consent Order:

- A. The American Chemical Services site is a "facility" as defined in Section 101(a) of CERCLA.
- B. From approximately August 1955 "hazardous substances" as defined in Section 101(14) of CERCLA have been deposited, stored, disposed of, placed, or located at the ACS site.
- C. The migration or threatened migration of the aforementioned hazardous substances into the environment at or from the ACS site constitutes a release or a threat of release of hazardous substances at the American Chemical Services site within the meaning of Section 101(22) of CERCLA, 42 U.S.C. § 9601 (22).
- D. Each Respondent is a "person" as defined in Section 101(21) of CERCLA.
- E. With respect to these releases or threatened releases, the Respondents, among others, may be responsible parties pursuant to Section 107 of CERCLA, 42 U.S.C. § 9607.

VIII. U.S. EPA'S DETERMINATIONS

Based on the foregoing Findings of Fact and Conclusions of Law, the Regional Administrator of U.S. EPA, Region V, has

determined that:

- A. Respondents will promptly and properly take appropriate response action at the American Chemical Services site by conducting a RI/FS in accordance with the RI/FS Work Plan contained in Attachment C hereto and are qualified to perform the RI/FS; and
- B. The actions required by this Consent Order are in the public interest and are consistent with the National Contingency Plan, 40 C.F.R. Part 300, as amended, and CERCLA.

IX. WORK TO BE PERFORMED

- Α. All work to be performed by the Respondents pursuant to this Consent Order shall be under the direction and supervision of a qualified professional engineer or a certified geologist. Prior to the initiation of work at the American Chemical Services site the Respondents shall notify the U.S. EPA in writing of the name, title, and qualifications of the proposed engineer or geologist, and of the names of principal contractors and/or subcontractors proposed to be used in carrying out the work to be performed pursuant to this Consent Order. Selection of any such engineer or geologist or contractor and/or subcontractor shall be subject to the reasonable approval of the U.S. EPA. Approval shall be deemed to have been provided unless the Respondents receive written notice of objection from U.S. EPA within 10 working days of U.S. EPA receipt of notification of the proposed engineer, geologist, contractor and/or sub-contractor.
- B. Attachment C to this Consent Order provides a Work Plan for the completion of a Remedial Investigation and Feasibility

Study (RI/FS) for the American Chemical Services site.

- C. The following work shall be performed:
- 1. Within ninety (90) calendar days of the effective date of this Consent Order, the Respondents shall submit to U.S. EPA the following project plans consistent with the activities outlined in the Work Plan: (1) a sampling plan; (2) a quality assurance project plan; (3) a plan for satisfaction of permitting requirements, if necessary; (4) a health and safety plan; and (5) a schedule for implementation of the RI/FS tasks and submission of RI/FS reports specified in the Work Plan.
- 2. Respondents' RI/FS project plans, other than the health and safety plan, shall be subject to review, comment and approval by U.S. EPA. The health and safety plan will be subject to U.S. EPA review and recommendations.
- 3. Within 45 calendar days of receipt of the RI/FS project plans, the U.S. EPA Project Coordinator shall notify the Respondents, in writing, of approval or disapproval of the RI/FS project plans, or any part thereof. In the event that a longer review period is required, the U.S. EPA Project Coordinator shall notify the Respondents of that fact within 30 calendar days of receipt of the RI/FS project plans. In the event of any disapproval the U.S. EPA shall specify, in writing, any deficiencies and proposed modifications to the RI/Fs project plans, provided any such modifications are consistent with the objectives of the Work Plan and this Consent Order.

- 4. Within 30 calendar days of receipt of any U.S. EPA RI/FS project plan disapproval, either the Respondents shall submit a revised project plan to the U.S. EPA which incorporates the U.S. EPA modifications or Respondents shall invoke the Dispute Resolution provisions as provided in Article XX of this Consent Order. Unless the time period is extended by agreement of the parties, if Respondents fail to initiate the Dispute Resolution procedures within the time period specified herein, Respondents will be deemed to have agreed to the proposed modifications.
- S. If, within thirty days of completion of the Dispute Resolution Procedures, Respondents do not modify a RI/FS project plan in accordance with a Dispute Resolution decision requiring such modification(s) or if Respondents do not invoke the Dispute Resolution provisions and fail to submit within thirty days of U.S. EPA notice of any project plan disapproval a revised project plan which incorporates the U.S. EPA modification(s), the U.S. EPA retains the right to conduct a complete RI/FS and/or enforce the terms of this Consent Order.
- 6. The Respondents shall proceed promptly to implement the work detailed in the RI/FS Work Plan if and when the RI/FS project plans are fully approved by U.S. EPA. Unless otherwise directed by U.S. EPA, Respondents shall not commence field activities until approval by the U.S. EPA of the RI/FS project plans. All work shall be conducted in accordance with the National Contingency Plan, and the requirements of this Consent Order, including the standards, specifications and schedule contained in the RI/FS Work Plan or any approved modifications.

7. Nothing herein shall obligate any Respondent to undertake the remedial action alternative selected for the site.

X. PLANS AND REPORTS

- A. The Respondents shall provide such preliminary and final reports as specified in the RI/FS Work Plan to the U.S. EPA according to the RI/FS project plan schedule.
- B. The U.S. EPA shall review all preliminary and final reports specified in the RI/FS Work Plan as requiring U.S. EPA approval and, if necessary, shall specify, in writing, any modifications or additions believed necessary for approval of any such reports.
- C. If the U.S. EPA disapproves any preliminary or final plan or report specified in the RI/FS Work plan as requiring U.S. EPA approval, and additional field work or significant reevaluation is not required, either the Respondents shall submit a revised plan or report to the U.S. EPA within thirty (30) days of receipt of notification of disapproval of any preliminary or final plan or report which incorporates the U.S. EPA modifications or Respondents shall invoke the Dispute Resolution provisions as provided in Article XX of this Consent Order. If additional field work or significant reevaluation is believed by U.S. EPA to be necessary to complete the work contemplated by the Work Plan, and Respondents do not invoke the Dispute Resolution provisions of Article XX within 30 days of notification of disapproval requiring additional field work or significant reevaluation, the Respondents shall submit for U.S. EPA review and approval a reasonable schedule

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for implementation of such work and submission of a revised document.

Respondents shall complete the additional work and submit the revised document in accordance with the schedule approved by U.S. EPA.

- D. If, within thirty (30) days of completion of the Dispute Resolution procedures Respondents do not modify a preliminary or final plan or report in accordance with a Dispute Resolution decision requiring such modification(s) or if Respondents do not invoke the Dispute Resolution procedures and fail to submit within thirty (30) days of U.S. EPA notice of disapproval of any preliminary or final plan or report (or within such longer time period as approved by U.S. EPA in the case where additional field work or significant reevaluation is required) a revised plan or report which incorporates the U.S. EPA modification(s), the U.S. EPA retains the right to perform additional studies, to conduct a complete or partial RI/FS, and/or to enforce the terms of this Consent Order.
- E. The Respondents shall provide monthly written progress reports to the U.S. EPA according to the schedule contained in the RI/FS Work Plan and project plan schedule. At a minimum, these monthly written progress reports shall include the following:
 - A description of the action which has been taken toward achieving compliance with this Consent Order;
 - All summaries, if compiled, of sampling and tests produced during the month and relating to the American Chemical Services site;
 - 3. All plans and procedures completed during the past month, as well as such actions, data, and plans which are scheduled for the next month; and

- 4. An explanation of any deviation from the RI/FS project plan or Work Plan schedule.
- F. The monthly written progress reports shall be submitted to the U.S. EPA by the fifteenth (15) business day of each month following the date of commencement of the work detailed in the RI/FS Work Plan.

XI. ADDRESS FOR ALL CORRESPONDENCE

Documents, including reports, approvals, disapprovals, and other correspondence to be submitted pursuant to this Consent Order shall be sent by first class mail to the following addresses, or to such other address as the Respondents or the U.S. EPA may hereafter designate in writing:

A. Documents to be submitted to the U.S. EPA should be sent to:

Ms. Karen Waldvogel
Remedial Project Manager
Hazardous Waste Enforcement Branch (5HE-12)
U.S. Environmental Protection Agency
Region V
230 South Dearborn Street
Chicago, Illinois 60604

B. Documents to be submitted to the Respondents should be sent to a name and address to be designated by the Respondents within ten (10) days of the effective date of this Consent Order.

XII. MODIFICATIONS

A. In the event that the U.S. EPA or Respondents determine that modifications to the RI/FS Work Plan, including additional remedial investigatory work and/or engineering evaluation are

appropriate to accomplish the objectives contained in the RI/FS Work Plan, notification of each such modification shall be provided by the determining Project Coordinator to the other party's Project Coordinator.

- B. Any modification determined to be necessary by the Respondents shall be subject to approval by the U.S. EPA.
- C. Any modification determined to be necessary by the Respondents pursuant to Paragraph A of this Article and approved by the U.S. EPA, or determined to be necessary by the U.S. EPA, shall be commenced by Respondents in accordance with a reasonable schedule of implementation established by the U.S. EPA provided, however, that any such modification is within the scope of the RI/FS Work Plan.
- D. U.S. EPA's refusal to allow Respondents to implement a desired modification, as well as the Respondents' objection to implementation of a modification desired by U.S. EPA, shall be subject to the Dispute Resolution provisions of Article XX of this Consent Order.
- E. In the event that activities undertaken at the ACS site by ACS or by any owner of the Appurtenant Areas after the effective date of this Consent Order results in additional work being necessary to complete the RI/FS at the ACS site and such additional work substantially increases the work set forth in the RI/FS Work Plan, Respondents shall not be responsible under this Consent Order for undertaking such additional work. U.S. EPA reserves the right to seek enforcement action against Respondents compelling Respondents to undertake such additional work or to undertake such

additional work and to seek recovery from Pespondents for any costs incurred in undertaking such additional work.

XIII. COMPLIANCE WITH APPLICABLE LAWS

All work undertaken by the Respondents pursuant to this Consent Order shall be performed in compliance with all applicable Federal and State laws and regulations, including all Occupational Health and Safety Administration and Department of Transportation regulations.

XIV. ACCESS

A. To the extent that the American Chemical Services site, or other areas where work is to be performed hereunder is presently owned by parties other than those bound by this Consent Order, the Respondents shall obtain, or shall use reasonable efforts to obtain, on a timely basis, agreement from the present owners for access and to conduct the work required by the RI/FS. Such agreement shall provide access for the U.S. EPA and/or its authorized representatives. In the event that agreements to obtain access and to conduct work required by the PI/FS are not obtained on a timely basis, the U.S. EPA shall, consistent with written Agency guidance in effect at that time, exercise its authorities under CERCLA 6104(e), as amended, 42 U.S.C. 6 9604(e), to obtain access on behalf of Respondents for the conduct of the RI/FS. All time periods specified herein and in the RI/FS Work Plan shall be extended for a period equal to the time period taken to gain access pursuant to U.S. EPA's statutory authority.

The U.S. EPA reserves the right to terminate this Consent Order should the inability to gain access to the American Chemical Services site or other areas materially affect the Respondents' ability to perform the work required herein and the Respondents shall have no further liability under this Agreement.

B. U.S. EPA and authorized representatives of the U.S. EPA shall be allowed access to the American Chemical Services site or other areas where work is to be performed to the same extent provided Respondents by agreements obtained pursuant to Subsection A above, and shall have such right of inspection as provided by applicable law. Respondents shall seek to obtain access agreements under paragraph A above which allow U.S. EPA, Respondents, and their duly authorized representatives access for purposes including, but not limited to: inspecting records, operating logs and contracts related to conduct of the RI/FS at the American Chemical Services site; reviewing the progress of the Respondents in carrying out the terms of this Consent Order; conducting such tests, inspections, and sampling as the U.S. EPA may deem necessary; using a camera, sound recording, or other documentary type equipment; and verifying the data submitted to the U.S. EPA by the Respondents hereunder. The Respondents shall permit such authorized representatives to inspect and copy all records, files, photographs, documents, and other writings, including all sampling and monitoring data, which pertains to this Consent Decree, subject to paragraph C of Article XVI of this Consent Order. All persons with access to the American Chemical Services Site pursuant to the Consent Order shall comply with approved health and safety plans. Notwithstanding anything

in this Order to the contrary, any entry onto the American Chemical Services site by the U.S. EPA or its representatives shall be at U.S. EPA's or its representatives own risk.

C. Nothing herein shall be construed as expanding or restricting the inspection or access authority of the U.S. EPA under any law or regulation.

XV. PROJECT COORDINATOR

- A. On or before the effective date of this Consent Order, the U.S. EPA and the Respondents shall each designate a Project Coordinator. Each Project Coordinator shall be responsible for overseeing the implementation of this Consent Order. The U.S. EPA Project Coordinator will be the EPA designated representative at the American Chemical Services site. To the maximum extent possible, communications between the Respondents and the U.S. EPA, and all documents, reports, approvals and other correspondence concerning the activities performed pursuant to the terms and conditions of this Consent Order shall be directed through the Project Coordinators. During implementation of the RI/FS Work Plan, the Project Coordinators shall, whenever possible, operate by consensus and shall attempt in good faith to resolve disputes informally through discussion of the issues.
- B. The U.S. EPA and the Respondents shall each have the right to change their respective Project Coordinators. Such a change shall be accomplished by notifying the other party in writing at least ten (10) calendar days prior to the change.

- C. The U.S. EPA Project Coordinator shall have the authority vested in an On-Scene Coordinator and a Remedial Project Manager (OSC, RPM) by the National Contingency Plan, 40 CFR Part 300. The U.S. EPA Project Coordinator shall have the authority to halt or direct any work required by this Consent Order, or to conduct or direct any response action undertaken by the U.S. EPA, only when conditions at the American Chemical Services site may present an imminent and substantial endangerment to the public health or welfare or the environment. Absent negligence or willful misconduct on the part of Respondents, in the event that the U.S. EPA Project Coordinator halts work or takes other action pursuant to this paragraph, the Respondents shall be entitled to a modification of the schedule or work described in the RI/FS Work Plan and this Consent Order at least to the extent of any delay of work caused by the halt or other action taken by the U.S. EPA Project Coordinator. In the event that the U.S. EPA Project Coordinator halts work or takes other action pursuant to this paragraph which is caused by the negligence or willful misconduct of the Respondents, the Respondents may request a modification of the schedule or work described in the RI/FS Work Plan and this Consent Order.
- D. The absence of the U.S. EPA Project Coordinator from the American Chemical Services site shall not be cause for stoppage of work.
- E. The Project Coordinator or his designee for the Respondents shall be on-site during all hours of site work and shall be on call during the pendency of this Consent Order.

XVI. SAMPLING AND DATA/DOCUMENT AVAILABILITY

- A. The Respondents and the U.S. EPA shall make the results of all sampling and/or tests or other data generated by each of them or on their respective behalf pursuant to implementation of this Consent Order available to each other. All results generated by the Respondents shall be submitted to U.S. EPA within five (5) days of its receipt by Respondents. Upon request, all results of data generated by the U.S. EPA or on behalf of the U.S. EPA which have received quality assurance and/or quality control shall be provided to the Respondents within ten (10) days of U.S. EPA receipt of Respondent's request.
- B. Upon a request received prior to sampling, the U.S. EPA and the Respondents shall provide split or duplicate samples to each other of any samples collected by them pursuant to the implementation of this Consent Order. The Respondents and the U.S. EPA shall each notify each other at least five (5) calendar days in advance of any sample collection activity provided, however, that if five day advance notice of sample collection activity is not possible, U.S. EPA and Respondents shall give such advance notice to enable each party to have a representative present during said sample collection activity.
- C. Pursuant to applicable Federal laws and regulations
 (Section 104(e) of CERCLA and 40 CFR Part 2), the Respondents may
 assert a confidentiality claim with respect to any or all of
 the information requested or submitted pursuant to the terms of
 this Consent Order. Such an assertion must be adequately

substantiated in conformance with 40 CFR Part 2. Analytical data and other information described in Section 104(e)(7)(F) of CERCLA shall not be claimed as confidential by the Respondents. Information determined to be confidential in accordance with applicable federal laws and regulations will be afforded the full protection provided by such laws and regulations. If no confidentiality claim accompanies information when it is submitted to the U.S. EPA, or, subject to any rights Respondents may have under law to challenge such determination and release of information, if information claimed as confidential is finally determined not be confidential, the information may be made available to the public by the U.S. EPA.

D. Documents which are subject to any privilege against disclosure under applicable law shall not be subject to inspection, copying or any other form of disclosure to the U.S. EPA.

XVII. QUALITY ASSURANCE

A. The Respondents shall prepare their Quality Assurance Project Plan (QAPP) in accordance with U.S. EPA "Interim Guidelines and Specifications for Preparing Quality Assurance Project Plans" QAMS-005-80(U.S. EPA 1980c). Respondents shall conduct all data collection activities specified in the Work Plan in accordance with their QAPP. Respondents will obtain U.S. EPA approval of their Quality Assurance Project Plan as provided in Section IX(C)(1) of this Consent Order prior to initiating sampling activity at the American Chemical Services site.

- B. The Respondents and the U.S. EPA shall consult with each other in planning for, and prior to, all sampling or other data collection activities. In order to provide quality assurance and maintain quality control with respect to all samples collected pursuant to this Consent Order:
- 1. The Respondents shall require that U.S. EPA personnel and/or U.S. EPA authorized representatives be allowed access to any laboratories utilized by the Respondents for analysis;
- 2. The Respondents and the U.S. EPA shall provide that all sampling and analyses are performed according to U.S. EPA methods or other methods deemed satisfactory by the U.S. EPA; and
- 3. The Respondents shall require that any laboratories utilized by the Respondents participate in a U.S. EPA quality assurance/quality control program equivalent to that which is followed by the U.S. EPA, and which is consistent with U.S. EPA document QAMS-005-80. As part of such a program, and upon reasonable request by the U.S. EPA, such laboratories shall perform analyses of samples provided by the U.S. EPA to demonstrate the quality of analytical data for each such laboratory.

In the event any laboratory fails to perform the activities required above, U.S. EPA reserves the right to reject any data not gathered pursuant to the requirements listed above, and/or to require that Respondents utilize a different laboratory.

XVIII. FORCE MAJEURE

A. The Respondents shall cause all work to be performed within the time limits set forth herein, unless performance is delayed

by events which constitute a force majeure. For purposes of this Consent Order, a "force majeure" event is defined as an event arising from causes beyond the reasonable control of the Respondents which delays performance of the Work required under this Consent Order and shall include, but not be limited to, Acts of God, U.S. EPA's delay in reviewing reports, submittals and applications necessary for conduct of the Work beyond the time limits specified in the Work Plan (to the extent such delays affect the performance of the Work), delays resulting from stoppage or modification of the Work due to damages to persons or property unanticipated and unattribitable to Respondents, and any delays caused by the Respondents' or U.S. EPA's efforts or inability to gain access to the American Chemical Services site or other areas which access materially affects the Respondents' ability to perform the work required herein. Increases of costs shall not be considered circumstances beyond the control of the Respondents.

B. The Respondents shall promptly notify the U.S. EPA orally and in writing no later than seven (7) calendar days, after any event which the Respondents contend is a force majeure. Written notification of each event shall describe the anticipated length of the delay, the cause or causes of the delay, the measures taken and to be taken by the Respondents to minimize the delay, and the timetables by which these measures will be implemented. Only oral notification shall be required for "minor delays" caused by any event which the Respondents contend is a force majeure. A "minor delay" for purposes of this subpart means any delay of

equal to or less than five (5) days consecutive duration. The Respondents shall have the burden of demonstrating that the event is a force majeure.

- C. Delays that result from causes beyond the Respondents' reasonable control shall not be a violation of their obligation under this Consent Order. If a delay is determined to be attributable to a force majeure, the time period for performance under this Consent Order shall be extended for a period at least equal to the delay resulting from such event.
- D. The U.S. EPA shall provide the Respondents with a written decision concerning the existence of an event constituting a force majeure seven (7) calendar days after notice is received from the Respondents. In the event that U.S. EPA has not notified Respondents of its decision within the time period specified herein, Respondents shall not be liable for stipulated penalties attributable to the period between the notification of the U.S. EPA of the event and receipt by Respondents of the notification required of U.S. EPA by this paragraph.

XIX. STIPULATED PENALTIES

A. Respondents shall be liable for payment into the Hazardous Substances Response Trust Fund administered by the U.S. EPA of the sums set forth below as stipulated penalties for each day that the Respondents fail to submit a report or document or comply with a schedule or modified schedule in accordance with the requirements contained in this Consent Order, unless U.S. EPA determines that such delay is attributable to a force majeure as defined in Article XVIII above. Unless deferred or waived by

EPA, such sums shall be due and payable within thirty (30) days of receipt of notification from the U.S. EPA assessing the stipulated penalties. These stipulated penalties shall begin to accrue on the third day after the scheduled event or report is due to be submitted. The stipulated civil penalties shall be \$200.00 per day for the first fourteen days following accrual, \$300.00 per day for days 15-21 following accrual and \$400.00 per day each day thereafter. If it appears that a delay for which U.S. EPA seeks penalties will not delay any subsequent task or report, U.S. EPA, in its discretion, may defer or waive imposition of penalties. If, subsequent to the failure of Respondents to meet a scheduled event or supply a scheduled report where U.S. EPA has assessed stipulated penalties, Respondents complete a subsequent report or scheduled event on or before the scheduled date, penalties for the prior failure may be waived in the discretion of U.S. EPA.

B. The stipulated penalties set forth in paragraph A of this section shall not preclude U.S. EPA from electing to pursue any other remedy or sanction, including statutory penalties up to the amount authorized by law, because of Respondents' failure to comply with any of the terms of this Consent Order.

XX. DISPUTE RESOLUTION

A. The parties shall use their best efforts to in good faith resolve all disputes or differences of opinion informally. If however, disputes arise concerning this Consent Order which the parties are unable to resolve informally, the Respondents shall provide a written notice of such dispute to the U.S. EPA, which

shall set forth specific points of dispute, the position of the Respondents and the technical or legal basis therefore, and any action which the Respondents consider necessary.

- B. Within ten (10) calendar days of receipt of such a written notice, the U.S. EPA shall provide a written response to the Respondents setting forth its position and the basis therefore. During the five (5) business days following receipt of the U.S. EPA response, the U.S. EPA and the Respondents shall attempt to negotiate in good faith a resolution of their differences.
- C. Within ten (10) business days of the expiration of the time periods described in paragraph B above, if the U.S. EPA concurs with the position of the Respondents, the Respondents shall be so notified in writing and, if necessary, this Consent Order shall be modified to include any necessary extensions of time or variances of work. If the U.S. EPA does not concur with the position of the Respondents, the U.S. EPA Assistant Regional Counsel or ACS Project Coordinator, in consultation with appropriate Agency personnel, shall resolve the dispute, based upon and consistent with the terms of this Consent Order, and shall provide written notification of such resolution to the Respondents.
- D. The pendency of dispute resolution set forth in this section shall not affect the time period for completion and/or obligations to be performed under the Consent Order, except that upon mutual agreement of the U.S. EPA and Respondents, any time period shall be extended not to exceed the actual time taken to resolve the dispute. U.S. EPA's agreement to the extension of time shall not be unreasonably withheld with respect to a good

faith dispute. Elements of work and/or obligations not affected by the dispute shall be completed in accordance with the schedule contained in the RI/FS Work Plan.

- E. Upon resolution of any dispute, whether informally or using the procedures in this section, any additions or modifications required as a result of such dispute resolution shall be immediately incorporated, if necessary, into the appropriate plan or procedure and into this Consent Order. The Respondents shall proceed with all remaining work according to the modified plan or procedure.
- F. In any action to enforce a resolution by U.S. EPA under this provision, Respondents may assert their defenses to such action, including, without limitation, that such resolution is inconsistent with the Work Plan, the terms and criteria of this Consent Order, the National Contingency Plan, or law.

XXI. COMMUNITY RELATIONS AND PUBLIC COMMENT

A. The Respondents shall cooperate with the U.S. EPA in providing RI/FS information to the public. As requested by the U.S. EPA, the Respondents shall reasonably participate in the preparation of all appropriate information disseminated to the public and in public meetings which may be held or sponsored by the U.S. EPA to explain activities at or concerning the American Chemical Services site, including the findings of the RI/FS. Respondents reserve the right to issue independent public comments regarding the RI/FS or the conduct of work under this Consent Order, after prior notice is given to U.S. EPA.

XXII. RECORD PRESERVATION

The Respondents agree to preserve, and to require their contractors and agents to preserve, during the pendency of this Consent Order, and for a minimum of five (5) years after termination of this Consent Order, all records and documents not subject to a legally applicable privilege and which have not otherwise been provided to U.S. EPA in the possession of any Respondent or agent or contractor thereof, which relate in any way to RI/FS activities at the American Chemical Services site. After the 5 year period, Respondents shall notify U.S. EPA, and for a period of at least thirty (30) days after such notice, shall make available to the U.S. EPA such records, or copies of any such records, subject to Paragraph C of Section XVI of this Consent Order and any statutory or common law privilege.

XXIII. CERCLA FUNDING

- A. The Respondents waive any claims or demands for compensation or payment under Sections 111 and 112 of CERCLA against the United States or the Hazardous Substance Response Trust Fund established by Section 221 of CERCLA for or arising out of any activity performed or expenses incurred pursuant to this Consent Order.
- B. This Consent Order does not constitute any decision on preauthorization of funds under Section 111(a)(2) of CERCLA.
- C. Nothing in this Article or this Consent Order shall prejudice Respondents' rights to seek mixed funding in connection with any response actions taken by such Respondents at the ACS Site other than those taken pursuant to the Work Plan and the Order.

XXIV. RESERVATION OF RIGHTS

- A. Except as otherwise provided herein, the U.S. EPA and the Respondents reserve all rights and defenses that they may have pursuant to any available legal authority.
- B. Respondents agree that U.S. EPA may enforce the terms of the Work Plan and any approved project plan as if such Work Plan or approved project plan was incorporated herein.
- C. The U.S. EPA does not waive its right to enforce this

 Consent Order. Except as otherwise provided herein, the U.S. EPA

 reserves the right to take any enforcement action pursuant to

 CERCLA and/or any available legal authority, including the right

 to seek injunctive relief, monetary penalties, and punitive

 damages. Subject to the provisions of the Consent Order, to

 the extent that the Respondents fail to properly implement the

 RI/FS Work Plan or comply with this Consent Order, U.S. EPA

 reserves the right to undertake any removal, remedial and/or

 response actions, including Remedial Investigation/Feasibility Study

 work, relating to the American Chemical Services site and to

 seek recovery from the Respondents for any costs incurred in

 undertaking such actions. The Respondents reserve their rights

 to oppose and defend against such actions.
- C. Nothing herein is intended to release, discharge, or in any way affect any claims, causes of action or demands in law or equity which the parties may have against any person, firm, partnership or corporation not a party to this Consent Order for any liability it may have arising out of, or relating in any way

to, the generation, storage, treatment, handling, transportation, release or disposal of any materials, hazardous substances, hazardous wastes, contaminants, or pollutants at, to, or from the American Chemical Services site. The parties to this Consent Order expressly reserve all rights, claims, demands, and causes of action they have against any and all other persons and entities who are not parties to this Consent Order, and as to each other for matters not covered hereby.

- D. The U.S. EPA expressly recognizes that the Respondents have the right to seek contribution, indemnity and/or any other available remedy against any person found to be responsible or liable for contribution, indemnity or otherwise for any amounts which have been or will be expended by the Respondents in connection with the American Chemical Services site. Consistent with Section 113(f)(2) of CERCLA, Respondents shall not be liable for claims of contribution regarding matters addressed in this settlement.
- E. Nothing herein shall be construed to release the Respondents from any liability for failure of the Respondents to perform the RI/FS in accordance with the RI/FS Work Plan attached hereto and incorporated herein. The parties further expressly recognize that this Consent Order and the successful completion and approval of the RI/FS do not represent satisfaction, waiver, release, or covenant not to sue, of any claim of the United States against the Respondents not covered by Article XXVIII of this Consent Order relating to the Americal Chemical Services site, including claims to require Respondents to undertake further response actions and claims to seek reimbursement of response costs pursuant

to Section 107 of CERCLA.

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- F. Nothing herein is intended to be a release or settlement of any claim for personal injury or property damage by any person not a party to this Consent Order.
- G. Nothing in this Consent Order shall be an admission of law or fact by the Respondents, and no finding of fact, conclusion of law, or other statement herein nor this Consent Order itself may be used in any fashion or admitted into evidence in any proceeding other than to enforce the terms of this Consent Order and in such proceeding only for the purposes of enforcing this Consent Order.
- In agreeing to the issuance of and entering into this Consent Order, Respondents do not admit, accept, concede, acknowledge, and specifially deny the determinations, allegations, findings of fact and conclusions of law made by U.S. EPA in this Consent Order and specifically reserve the right to contest any such determinations, allegations, findings, and conclusions in any proceeding regarding the American Chemical Services Site in any action other than one brought by U.S. EPA to enforce this Consent Order. Furthermore, Respondents specifically deny any fault or liability under CERCLA or any other statutory or common law and any responsibility for response costs or damages thereunder, and subject to Section XXIII of this Consent Order do not, by signing this Consent Order, waive any rights they may have to assert claims under CERCLA against any person, as defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21). This Consent Order does not constitute an estoppel or waiver of any defenses

the Pespondents may have under CERCLA or any other statutory or common law. This Consent Order and the Respondents' performance hereunder shall not create any private rights. This Consent Order shall be evidence only of the agreements contained herein: however, nothing in this Consent Order shall prohibit its use by the parties hereto to establish its existence and terms. Respondents have entered into this Consent Order in recognition of their status as alleged "potentially responsible parties" with reference to the Site, in order to ensure that the Pemedial Investigation and Feasibility Study is performed appropriately, adequately, and in an expeditious manner and thereby minimize any potential adverse effects related to the Site.

XXV FUTURE ENFORCEMENT

Nothing herein shall be deemed to grant any rights to persons not a party to this Consent Order, and the U.S. EPA reserves all rights against such persons. Subject to its prosecutorial discretion, the U.S. EPA will seek reimbursement of claims for oversight costs not recovered under Section XXVI of this Consent Order, costs for work heyond the scope of the RI/FS Work Plan incorporated herein as Attachment C (except for modifications of Work required by this Consent Order), and past costs against responsible parties who are not parties to this Consent Order.

XXVI REIMRURSEMENT OF COSTS

A. At the end of each twelve (12) month period beginning with the effective date of this Consent Order, the U.S. EPA shall

submit an accounting to the Respondents of all costs incurred by the U.S. EPA with respect to this Consent Order during the previous twelve (12) month period including, but not limited to, the costs incurred by the U.S. EPA in having a qualified person oversee the conduct of this RI/FS pursuant to Section 104(a) of CERCLA.

Within ninety (90) calendar days of receipt of each such accounting, the Respondents shall remit a check to the U.S. EPA for the full amount of those costs except any portion of the costs that are not related to costs incurred by U.S. EPA with respect to this Consent Order or for which Respondents are not liable under applicable law.

- C. Payment to the U.S. EPA for costs incurred by
 the U.S. EPA shall be made to the order of the Hazardous Substance
 Response Trust Fund forwarded to the U.S. EPA, Superfund Accounting,
 P.O. Box 371003M, Pittsburgh, Pennsylvania 15251, Attn: Superfund
 Collection Office. Copies of all payments to the U.S. EPA shall
 be provided at the time of such payments to the U.S. EPA Project
 Coordinator and to: U.S. EPA, Region V, SWER Branch, Attn: Ms.
 Isalee Coleman, Office of Regional Counsel, 5CS-TUB-3, 230 South
 Dearborn Street, Chicago, Illinois 60604.
- D. Payments made by the Respondents pursuant to this Consent Order do not constitute the payment of penalties, fines or other monetary sanctions.
- E. The U.S. EPA reserves the right to bring an action against the Respondents for recovery of any past or future costs incurred by the United States in connection with any response activities conducted or to be conducted at the American Services

site other than those response activities completed in accordance with this Consent Order.

XXVII INDEMNIFICATION OF THE UNITED STATES

- A. The Respondents agree to indemnify and save and hold the United States Government, their agencies, departments, agents, and employees, harmless from any and all claims or causes of action arising from, or on account of, negligent acts or omissions or willful misconduct of the Respondents, their officers, employees, receivers, trustees, agents, or assigns, in carrying out the activities pursuant to this Consent Order.
- B. Respondents, by this agreement, do not assume any liability arising from the acts or omissions of U.S. EPA or its agencies, departments, agents and employees during the course of any activities conducted pursuant to this Consent Order. The U.S. EPA is not a party to any contract involving the Respondents at the Facility.

XXVIII COVENANT NOT TO SUE

From the effective date of this Consent Order and upon or after termination of this Consent Order pursuant to the provisions of Section XXX and reimbursement to the U.S. EPA of the amounts due under Section XXVI, the U.S. EPA covenants not to sue or to bring any civil, judical or administrative action against the Respondents, their officers, employees, and agents in their capacities as corporate representatives, their officers, directors and employees as individuals and the Respondents' successors,

assigns and subsidiaries regarding work satisfactorily performed by the Respondents hereunder or for any response costs reimbursed to the U.S. EPA pursuant to Section XXVI of this Consent Order. Nothwithstanding the foregoing, this covenant shall not apply to any Respondent who has failed to make contributions as required by an agreement between Respondents entitled "Participation Agreement Relating to RI/FS at the ACS CERCLA Site."

XXIX ADDITIONAL COVENANT NOT TO SUE FOR PREMIUM SETTLING RESPONDENTS

- A. Except as otherwise provided in this Section and
 Section XXVIII, the United States and those companies listed in
 Attachment B who are not identified as "Premium Settling
 Respondents" hereby covenant not to sue those Respondents identified
 in Attachment B as "Premium Settling Respondents" concerning any
 liability to the United States under CERCIA for activities required
 by the Work Plan and this Consent Order. Notwithstanding any
 other provisions of this Order, Premium Settling Respondents
 shall have no other obligations under this Order except as set
 forth or reserved in this Section. This Section is not, and
 shall not be construed as a release or covenant not to sue:

 1) any Premium Settling Respondent who does not make all payments
 required by this Order and a certain agreement among the Respondents
- required by this Order and a certain agreement among the Respondents known as "Participation Agreement Relating to RI/FS Action at ACS CERCIA Site" (hereinafter referred to as "PRP Agreement"), and
- 2) any other person or entity not a party to this Consent Order.
 - B. The covenant not to sue contained in this Section is

given in consideration of a payment by each Premuim Settling Respondent of the amount required for such Premium Settling Respondent by the PRP Agreement. The Respondents agree, based on information presently available to them, that each such payment represents an amount equal to or greater than the fair share of the respective Premuim Settling Respondent for all matters covered by the covenant not to sue herein, and no such payment is a fine, penalty, or monetary sanction of any kind.

- C. The release and covenant not to sue contained in this Section shall not apply to past costs or future costs which may be incurred by U.S. EPA at the ACS site and are not subject to this Order, nor shall it apply to any claim or demand based on liability arising from the past, present or future disposal of waste materials outside of the ACS Site. In addition, this release and covenant not to sue shall not apply to any response activity which may be required at the site other than that set forth in the Work Plan, including modifications thereto, or this Order. The foregoing release and covenent not to sue specifically excludes, without limitation, all claims for injunctive relief or reimbursement of response costs related to design and remedial activity.
- D. In the event it is ever shown by reliable evidence that any Premium Settling Respondent as shown on Attachment B does not qualify as a "Premium Settling Respondent" as that term is defined in the PRP Agreement, the covenant not to sue provided in this Section shall be null and void as to such Premuim Settling Respondent.
- E. The covenant not to sue granted in this Section shall be effective as to any Premium Settling Respondent upon payment by

such Premuim Settling Respondent of the required amount to the Trustee identified in the PRP Agreement and notification by the Trustee to the U.S. EPA of such payment.

F. In addition to such other liabilities as are imposed on the non-Premium Settling Respondents by this Order, the non-Premium Settling Respondents hereby agree to assume liability that could be imposed upon any Premium Settling Respondent by U.S. EPA for all work required by the Work Plan, this Consent Order or any modifications thereto.

XXX SUBSEQUENT AMENDMENT

In addition to the procedures set forth in Section XII, XV, XVIII and XX of this Consent Order, this Consent Order may be amended by mutual agreement of the U.S. EPA and the Respondents. Any amendment of this Consent Order shall be in writing, signed by the U.S. EPA and the Respondents and shall be effective on the date that Respondents receive notice that such amendment has been signed by the U.S. EPA. Upon request by Respondents, U.S. EPA shall allow persons or entities to enter the Consent Order subsequent to the Consent Order's effective date.

XXXI TERMINATION AND SATISFACTION

The provisions of this Consent Order shall be deemed satisfied upon receipt by the Respondents of written notice from the U.S. EPA that the Respondents have demonstrated to the satisfaction of the U.S. EPA that all of the terms of this Consent Order, including any modifications made pursuant hereto, have been completed in accordance with the terms hereof. Upon such demonstration by the Respondents, said written notice shall not be unreasonably withheld or delayed.

Date

IT IS SO AGREED AND ORDERED: UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V DATE: June 29, 1988 Regional Administrator BY: (Respondent) Title Date BY: (Respondent) Title Date BY: (Respondent)

Title

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

	ildas V. Adamkus gional Administrator		
31	COMPANY (Respondent)	Director, Environmenta Regulatory Affairs Title	1 5/27/88 Date
BY:	(Respondent)	Title	Date
BY:	(Respondent)	Title	Date

avo for Commission Chimison and malliane sections

HUS RE/FS

IT IS SO AGREED AND ORDERED:

BY: Valdas V. Adamkus Regional Administrator		
AMD Industries, Inc. (previously Advertising Met BY: Clintum	al Display)	5/20/88
(Respondent)	Title	Date
BY: (Respondent)	Title	Date
BY: (Respondent)	Title	Date

ACS RIJIS

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus
Regional Administrator

ABBOTT LABORATORIES
(Respondent)

XXXXXIXX

XXXXXIXX

BY: Amif (Chane
(Respondent) XXXXXXXX XXXXXXXX

(Respondent)

Director, Corporate

Title
Environmental Control
and Plant Engineering

Services

1900 11/10

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

BY: Management of the Control of the Con

BY: (Respondent) Title Date

BY: (Respondent) Title Date

also on behalf of Packaging Inks

111 - Maje s

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus	•	
Regional Administrator		
BY: (Respondent)	Vice President Title	May 31, 1988 Date
BY: (Respondent)	Title	Date
BY: (Respondent)	Title	Date

on behalf of Interlake Steel

ACD RIJES

IT IS SO AGREED AND ORDERED:

	valdas V. Adamkus Regional Administrator		
BY :∠	Musduw Adhe: (Respondent) Stanley D. Christianson	Vice Pres., Treas. and Secretary of ron Coatings Corpora Title	•
BY:	(Respondent)	Title	Date
BY:_	(Respondent)	Title	Date

HOS RI/TS

IT IS SO AGREED AND ORDERED:

BY:		•
Valdas V. Adamkus Regional Administrato	r	
AIGNER PRODUCTS COMPANY (formerly G. J. Aigner Co.) BY (Respondent)	Nice President Title	May 26 1988 Date
BY: (Respondent)	Title	Date
BY:(Respondent)	Title	Date

ACS RI/FS

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

BX:			
	as V. Adamkus onal Administrator		
BY:	LIED-SICMAL INC. (on behalf ron-Blakesie the, Peinting Pi ard F. Potter, Director of Haz	ate Supply Company, Woo	oration, odstock Die Casting) Date
BY:	(Respondent)	Title	Date
BY:	(Respondent)	Title	Date

ACS RIJES

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

BY:			
	Valdas V. Adamkus Regional Administrator		
	Amerade Corporation		
BY:	(Respondent) William H. Ward	President Title	May 22, 1988 Date
BY:	(Respondent)	Title	Date
	(Respondenc)	11616	pace
BY:	(Respondent)	Title	Date

on behalf of Emonite Div and Emonite Div (stimunité)

ACS KL/15

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

BY:	valdas V. Adamkus Regional Administrator		
REY:	ANIERICAN NATIONAL CA (Respondent) Lection	N COMPANY (tern Senior Vice Prosident Title	May 12, 1935 Date
BY:	(Respondent)	Title	Date
BY:	(Respondent)	Title	Date

IT IS SO AGREED AND ORDERED:
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus Regional Administrator		
BY: Triel S Suppre- (Respondent)	Ass't Secretary Title	May 20, 1988 Date
BY: (Respondent)	Title	Date
BY: (Respondent)	Title	Date

ACS RI/FS

IT IS SO AGREED AND ORDERED:

Valdas V. Adamkus Regional Administrator	•	
Ashland Petroleum Company, I	Division of	
BY: Ashland Oil, Inc.	Administrative Vice President	05/27/88
(Respondent)	Title	Date
BY: (Respondent)	Title	Date
BY: (Respondent)	Title	Date

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

BI:		
Valdas V. Adamkus		
Regional Administrator		
	\mathcal{O}	
BY:X // (IL)	Lussizen1	3/24/88
(Respondent) ATLAS ELECTRIC DEVICE	Title	Date
BY:		
(Respondent)	Title	Date
BY:		
(Respondent)	Title	Date

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus Regional Administrator		
Respondent) Forrest Walpole	Vice President Title	May 24, 1988 Date
BY: (Respondent)	Auburn Diecast Co:	Date
BY: (Respondent)	Title	Date

1464 11/172

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus
Regional Administrator

Bayeratt Corp of America

By: Ruhard Scatter Dit. Environ Attains 5-24-88

(Respondent) Title Date

(Respondent)

BY:

Title

Date

MCS RITTES

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus Regional Administrator	-	
Ball Corporation BY: Jeffey Q. Winninger 11 (Respondent)	Associate Environmental Title Engineer	May 31,1988
BY: (Respondent)	Title	Date
BY: (Respondent)	Title	Date

Tol Virt Pastic and Caspils Tin Plate

174 RJ/FS

IT IS SO AGREED AND ORDERED:

Valdas V. Adamkus Regional Administrator		
BY: LAM	Sr. Vice President & General Counsel	
G. Marshall Abbey Baxter Healthcare Corporation	Title	Date
(Respondent)	Title	Date
BY: (Respondent)	Title	Date
	Waldas V. Adamkus Regional Administrator BY: (Respondent) G. Marshall Abbey Baxter Healthcare Corporation BY: on behalf of Hamilton Industrie (Respondent)	Valdas V. Adamkus Regional Administrator Sr. Vice President & General Counsel With the General Counsel Title G. Marshall Abbey Baxter Healthcare Corporation By: on behalf of Hamilton Industries (Respondent) Title By:

AUS RI/IS

IT IS SO AGREED AND ORDERED:

BY:		
Valdas V. Adamkus		
Regional Administrator		
BENNETT INDUSTRIES		
Robert T. Bourg BY: Calut) January	President	5/46/88
(Respondent)	Title	Date
BY:		
(Respondent)	Title	Date
(Respondent)	Title	Date

1100 RI/1=1

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus Regional Administrator		
BY: James & Messey (Respondent)	V. S. Myg.	5-13-88 Date
BY: (Respondent)	Title	Date
BY: (Respondent)	Title	Date

ACS RI/FS

IT IS SO AGREED AND ORDERED:

Valdas V. Adamkus Regional Administrator	-	
The Meyercord Co., now Breve	e Corporation	
(Respondent) Kenneth E. Dubuc	President & Treas Title	Surer May 20 1988 Date
BY: (Respondent)	Title	Date
BY: (Respondent)	Title	Date

14(E) 187/13

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

	aldas V. Adamkus		
	egional Administrator		
ë ∃:_	RUNSWICK CERERATIES (Respondent) E PEAR VANNEHAN, LR	Assi Secretary Title	MAY 11.1478 Date
BY:_	(Respondent)	Title	Date
BY:_	(Respondent)	Title	Date

Minen Chin

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus Regional Administrator		
BY: 1/2 Sould Mark (Respondent)		5-9-88 Date
BY: (Respondent)	Title	Date
BY: (Respondent)	Title	Date

1100, KI/101

IT IS SO AGREED AND ORDERED:

Valdas V. Adamkus Regional Administrator		
By: James M. Mushday (Respondent)	Vice President, Finance and Admin. Title	5/20/88 Date
BY: (Respondent)	Title	Date
BY: (Respondent)	Title	Date

-38-

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

BY: Valdas V. Adamkus Regional Administrator	<u>-</u>	
CSX Transportation, Inc., a	corporation	
BY: Across (7) togs (Respondent)	-5r. Risk Manager-Envi	ronmental May 25, 1988 Date
BY: (Respondent)	Title	Date
BY: (Respondent)	Title	Date

Marvin F. Metge Gorham, Metge, Bowman & Hourigan 300 West Washington, Suite 1500 Chicago, IL 60606

Attorneys for CSX Transportation, Inc.

James A. Hazen
Sr. Risk Manager-Environmental
CSX Transportation, Inc.
500 Water Street
Jacksonville, FL 32202

ACS 125/155

IT IS SO AGREED AND ORDERED:

	Valdas V. Adamkus		
	Regional Administrator CORPORATION		
BY:	(Respondent)	Secretary and General Counsel	May 17, 1988
	(Respondent)	Title	Date
BY:			
	(Respondent)	Title	Date
BY:			
	(Respondent)	Title	Date

- May 12/15

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

BY:			
	ldas V. Adamkus gional Administrator		
BY:	he fell Corporation www. (Respondent)	Vice President Title	May 23, 1988 Date
BY:	(Respondent)	Title	Date
BY:	(Respondent)	Title	Date

on behalf of Ceco Corp and Ceco Steel Products

ACS R1/13

IT IS SO AGREED AND ORDERED:

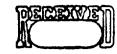
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

BY :	Valdas V. Adamkus Regional Administrator	h daga	
BY:	Respondedt)	Products Company	5-20-88 Date
BY:	(Respondent)	Products Company	Date
BY:	(Respondent)	Title	Date

ACS R4/13

IT IS SO AGREED AND ORDERED:

BI:		
Valdas V. Adamkus Regional Administrator	•	
Regional Administrator		
Chicago Loop Auto Refinishing	Co., Inc.	
BY: Coho K humile	Vice President Finance	May 25, 1988
(Respondent)	Title	Date
John K. Minnihan		
BY:		
(Respondent)	Title	Date
BY:		
(Respondent)	Title	Date



IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus Regional Administrati Chicago Rotourint (er Krueger Ringier)	
BY Jeung Johns (Respondent)	Corp. Mgr. Reg. Affairs Title	5/10/88 Date
BY: (Respondent)	Title	Date
BY: (Respondent)	Title	Date

RE: American Chemical Services (ACS) - CERCLA Site Griffth, Indiana

AUS RI/TS

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Re	ldas V. Adamkus gional Administrator		
BY :	COCA - COLA FOODS, J. Joneth E Pake (Respondent)	Executive VP, Operations	June 2, 1988
BY:	(Respondent)	Title	Date
BY:_	(Respondent)	Title	Date

ACS RITES

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

	Valdas V. Adamkus Regional Administrator CONTINENTIL CHR CO, NO.		
ఓ.	BY: (Respondent)	Vice President & General Manager Title	May 26, 1988
	BY: (Respondent)	Title	Date
	BY: (Respondent)	Title	Date

on behalf of Continental Can

ACS RI/IS

IT IS SO AGREED AND ORDERED:

	aldas V. Adamkus egional Administrator	•	
BY:	(Respondent)	President Title	May 16, 1988 Date
BY:_	(Respondent)	Title	Date
BY:_	(Respondent)	Title	Date

IT IS SO AGREED AND ORDERED:

Regid	as V. Adamkus onal Administrator	-	,
	P. INL (MASTER BALL)		
BY: <u> </u>	(Respondent)	Title	Date
BY:	(Respondent)	Title	Date
BY:	(Respondent)	Title	Date

ACS RI/FS

IT IS SO AGREED AND ORDERED:

	Valdas V. Adamkus Regional Administrator	-	
BY:	Mu L. (15 huy) (Respondent)	Secretary, Treasurer	May 23, 1988
BY:	John R. Cosbey Daubert Chemical Company	TTCIE	Date
	(Respondent)	Title	Date
BY:			
	(Respondent)	Title	Date

ACS RI/FS

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

	aldas V. Adamkus egional Administrator TENERT AKO (- DOUGHEPTY, IA	K.	
BY:	(Respondent)	Executive Vice	President	
BY:_	(Respondent)	Title	Dat	e
BY:	(Respondent)	Title	Dat	ė

on behat or Dement on wayherty

HUS KITTI

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

	aldas V. Adamkus egional Administrator		
D	eSOTO, INC.		
BY:∠	4am J Warkman (Respondent)	Vice President Title	May 25, 1988 Date
	Glenn F. Workman		
BY:			
	(Respondent)	Title	Date
BY:	(Respondent)	Title	Date

INCLUPING ILLINOIS PAINT WORKS

ACS RI/FS

Date

IT IS SO AGREED AND ORDERED:

BY: (Respondent)

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

BY:

Valdas V. Adamkus
Regional Administrator

BY:

(Respondent)

Title

Date

DIETZGEN CORPORATION (formerly Eugene Dietzgen Co.)

BY:

William G. Peterson

Title

Date

Value G. Poterson

Title

AUS RIJES

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus Regional Administrator		
BY: (Respondent)	Title	Date
BY: (Respondent) DiversiTech General, Inc., f/k/a The General Tire & Rubber Co., d/b/a	Title	Date
BY: hamush link	Vice President GenCorp Automotive	June 1, 1988
(Respondent) Thomas W. Arndt	Title	Date

ACS RI/1-S

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

By:

Valdas V. Adamkus Regional Administrator

DREEBLAN PAINT COMPANY, an Illinois Limited Partnership, successor to Dreeblan Paint Supply Company, Respondent

By: Dreeblan Holding Company, Inc., its

general partner

By.

Sol Bleiweis, its President

Dated: May 5, 1988

ACS RI/FS

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

	aldas V. Adamkus egional Administrator	-	
BY :	(Respondent)	Director - Mfg. Title	May 25, 1988
BY:_	J. Howard Todd (Respondent)	Title	Date
BY:_	E. I. du Pont de Nemours (Respondent)		Date

IDENTIFIED ENTIFY:

ACS RIJIS

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adam Regional Admi:			
Eli Lilly and BY: MM/M (Respond	MI	Exec. Vice Pres. Title	May 31, 1988 Date
BY: (Respond	ent)	Title	Date
BY: (Respond	ent)	Title	Date

1NC (20 NE

EN WILLS (ELANCO)

ACS RI /FS

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

	ldas V. Adamkus gional Administrator	_	
BY :	(Respondent)	VICE PRESIDENT ERICSSON, INC.	5-25-88 Date
BY:	(Respondent)	Title	Date
BY:	(Respondent)	Title	Date

on behalf of chacarda wire and cable

ACS RI/IS

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

;		
Valdas V. Adamkus Regional Administrator		
Federal Paper Board Company, In	nc.	
: Kenny	Executive Vice President	5/24/88
(Respondent)	Title	Date
•		
(Respondent)	Title	Date
_		
(Respondent)	Title	Date
	Regional Administrator Federal Paper Board Company, In Respondent) (Respondent)	Valdas V. Adamkus Regional Administrator Federal Paper Board Company, Inc. Executive Vice President Title (Respondent) Title

ACS RI/I-S

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Regional	Adamkus Administrator		
BY: Res	pondent)	ASSUTANT TOKASUNKA .	5 68 Date
BY:	pondent)	Title	Date
BY:(Res	pondent)	Title	Date

HOS RIJES

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

	das V. Adamkus ional Administrator	_	
BY FRE	(Respondent) EMAN CHEMICAL CORPORA	Ticle	5-3-88
BY:	(Respondent)	Title	Date
BY:	(Respondent)	Title	Date

ALL RIFES

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

	Valdas V. Adamkus Regional Administrator		
BY:	GCA Corporation Roger M. Barzun, (Respondent)	Vice President and General Counsel Title	5/19/88 Date
BY:	(Respondent)	Title	Date
BY:	(Respondent)	Title	Date

on behalf of Precision Scientific

1703 X1/13

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

	ldas V. Adamkus gional Administrator			
ву :	last Manufacturin Corp Clar Mestura as (Respondent)	Executive Vice /	Prendent 5/13/	8
BY:	(Respondent)	Title	Date	
BY:	(Respondent)	Title	Date	

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

	aldas V. Adamkus egional Administrator		
GI	ENERAL AMERICAN TRANSPOR	TATION CORPORATION	
BY :	K. a Kick	PRESIDENT	MAY 31, 1988
	(Respondent) KENNETH A. KRICK	Title	Date
BY:_	(Respondent)	Title	Date
BY:_	(Respondent)	Title	Date

HCJ K+/F5

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus Regional Administrator	-	
BY: John L. Simpson (Respondent)	MgrFacilities Planning & Support Operation Title General Electric Compan	<i>5-24-88</i> Date
BY: (Respondent)	Title	Date
BY: (Respondent)	Title	Date

On behalf of Hotpoint, GE and RCA

IT IS SO AGREED AND ORDERED:
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus Regional Administrator	GENERAL MOTO	es
BY: (Respondent) LEDNARD F CHARCA	ASSISTANT GENERAL COUNSEL Title	5/9/88 Date
BY: (Respondent)	Title	Date
BY: (Respondent)	Title	Date

IDENTIFIED ENTITIES:
DELCO RADIO DIV
FISHER BODY DIV
GENERAL MOTORS ASSEMBLY

on behalf of General Motors

HCJ KIJFS

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus Regional Administrator THE GLIDDEN COMPANY	_	
BY: Stale a Solution (Respondent)	V.P. & General Counsel	5/17/88 Date
BY: (Respondent)	Title	Date
BY: (Respondent)	Title	Date

IDENTIFIED ENTITIES:

GLIDDEN

GLIDDEN PAINT & VARNISH GLIDDEN - DURKEE (NUBIAN) # GLIDDEN - DURKEE CO.

MC2 101/1-7

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

BII		
Valdas V. Adamkus	''' -	
Regional Administrator		
$m{arOmega}$ Great Lakes Solvent Co.	STEVEN L. DELL	·40.\
(This company no longer exists)		
Great Lakes Terminal & Trans	port Executive V.P.	May 25, 1988
4 (Respondent) Corp. 4	Title	Date
(This is the proper name of our c	corporation)	
BY:		
(Respondent)	Title	Date
BY:		
(Respondent)	Title	Date

HCS KI/FS

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus Regional Administrator		
HITCO on behalf of PRP Hav	wley Products Co.	
BY: Kary (Velm (Respondent)	V.P.& General Counsel Title	May 13, 1988
R. Barry Wyenn BY:		
(Respondent)	Title	Date
BY: (Respondent)	Title	Date

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

BII.			
	Valdas V. Adamkus Regional Administrator		
	William K. Nample Hugh J. McLaughlin & Son	L	
BY:	William K. Wampler	President	5/19/88
•	(Respondent)	Title	Date
BY:			
	(Respondent)	Title	Date
BY:			
	(Respondent)	Title	Date

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus Regional Administrator		
BY: AYDROSOL, INC. RESPONSEDENTE	Res. Title	5/20/88 Date
BY: (Respondent)	Title	Date
BY: (Respondent)	Title	Date

Illinois Bronze Paint Company agrees to be bound by this Administrative Order By Consent between itself, United States Environmental Protection Agency Region V, and various potentially responsible parties in re: American Chemcial Services, Inc.

ILLINOIS BRONZE PAINT COMPANY

Bv:

Mark A. Rothschild, Vice

President

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus Regional Administrator INDUSTRIAL COR	TINGS GROUP, INC	5.
BY: S.a. Pentaris (Respondent)		
BY: (Respondent)	Title	Date
BY: (Respondent)	Title	Date

SIGNATURE PAGE FROM CONSENT ORDER

Andustrial Coatings Group, Inc., successor to Grammo Western Mills

ACD RAJI-J

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

	das V. Adamkus ional Administrator/	-	
Insilc	o Apporation		
BY:	herwood S. Willard	Secretary	May 17, 1988
	(Respondent)	Title	Date
BY:	(Respondent)	Title	Date
BY:	(Respondent)	Title	Date

on behalf of Enterprise Paint

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus Regional Administrator		
BY: (Respondent) Howard E. Post	Attorney Title	ON 5/13/88 Date
BY: (Respondent)	Title	Date
BY: (Respondent)	Title	Date

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

BY:		
valdas V. Adamkus		
Regional Administrator		
International Shoe Company	,	
A Division of HNTERCO INCOM	RPORATED	
BY: James & Kerelutin	Assistant Secretary	May 4. 1988
(Respondent)	Title	Date
BY:	-	
(Respondent)	Title	Date
BY:		
(Respondent)	Title	Date

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus Regional Administrator	-	
J. T. CLARK CO. BY: Sewley (Respondent) Peter D. Bewley	Secretary Title	May 24, 1988 Date
BY: (Respondent)	Title	Date
BY: (Respondent)	Title	Date

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

BY:				
	Valdas V. Adamkus			
	Regional Administrator			
	James River Corp.			
RV	: Sthlung Berutt (Respondent)	Menagine Dir. Eur	nonunental affaire s	Lil
	(Respondent)	Fitle	Date	- 0/0
BY	:			
	(Respondent)	Title	Date	
BY:	•			
	(Respondent)	Title	Date	

on behalf of Kalamazoo Vegetable Parchment and H.P. Smith

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

BY:		
Valdas V. Adamkus Regional Administrator		
JOHN CRANE, INC. (CRA.	WE PACKING CO.)	
BY: * William CRANE (CRAN) (Respondent)	Title	Me 27 1988
BY: (Respondent)	Title	Date
BY: (Respondent)	Title	Date

on behalf of Crare Packing

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

	Valdas V. Adamkus Regional Administrator			
	KNS Companies, Inc. (Kerr	Chemicals, IncPredecessors	& Kerr KMS Companies, in Interests-	Inc.
BY:	(Respondent) Nicholas W. Galasso	President Title	May 26, 1988 Date	
BY:	(Respondent)	Title	Date	
BY:	(Respondent)	Title	Date	

Haid KLJI-J

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus Regional Administrator KENCOTE LAMINATIONS, INC. John H. Warton	-	
BY: John Hwaitn (Respondent)	President Title	5/23/88 Date
BY: (Respondent)	Title	Date
BY: (Respondent)	Title	Date

HW MILL

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

.	Valdas V. Adamkus Regional Administrator		
BY		Vice President - Finance	5/13/88
	(Respondent)	Title	Date
ВY	(Respondent)	Title	Date
BY	: (Respondent)	Title	Date

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus Regional Administrator		
X BY: School falyage, & (Respondent)	resident Title	5/25/48 Date
BY:(Respondent)	Title	Date
BY: (Respondent)	Title	Date

ACS KI /I-J

IT IS SO AGREED AND ORDERED:
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus Regional Administrator		
Byramu a. Dermy (Respondent)	Personnel Generalis	t 5/11/88
BY: (Respondent)	Title	Date
BY: (Respondent)	Title	Date

HUJ K+//-J

IT IS SO AGREED AND ORDERED:
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus Regional Administrato	coner company	
By: Handel Store (Respondent)	V-P Operation's	5-16.88
BY: (Respondent)	Title	Date
BY: (Respondent)	Title	Date

on behalf of Lockformer

ACI KIJFS

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus Regional Administrator		
BY: (Réspondent)	Title Mallinckrodt, Inc., for Mallinckrodt Chem	S/12/YV Date
(Respondent)	Title	Date
BY: (Respondent)	Title	Date

HCJ K+/1-J

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

- 4.	Valdas V. Adamkus Regional Administrator		
BY :	Manta VINCOR Steel Corporation (Respondent) Leo G. Manta	President Title	May 9, 1988 Date
BY :	(Respondent)	Title	Date
BY:	(Respondent)	Title	Date

ACJ RIJES

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus Regional Administrator	-	
BY: MM	Vice President	5/23/88
(Respondent) C. E. Carnahan Martin Marietta Corp.	Title Environmental Man Task Force	Date agement
BY: (Respondent)	Title	Date
BY: (Respondent)	Title	Date

On behalf of american marietta

ACS RIJES

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus		
Regional Administrator		
Matthews Paint Company		5-31-88 242
By. Edward H. Marthews, Jr.	a President	-5-25 88-
BY: Edward H. Morthews, Ir	Title	Date
BY:		
(Respondent)	Title	Date
BY:		
(Respondent)	Title	Date

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

BY :		
Valdas V. Adamkus Regional Administrator		
BY: Petupisholas	1,1 for Bradley Co- for t Dina to al Salah	Gyskal 5/27/88
(Respondent)	Title	Date
RY: (Respondent)	Title	Date
BY: (Respondent)	Title	Date

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus Regional Administrator MODIL OIL COPPORATION		
BY (Respondent) W. F. BRANN	ASSISTANT TREASURER (Authorized Officer)	MAY 3 1 1988 Date
BY: (Respondent)	Title	Date
BY: (Respondent)	Title	Date

on behalf of moved Chemical, mobil Funishes and Superior Oil

ACS RIJES

IT IS SO AGREED AND ORDERED:

Valdas V. Adamkus Regional Administrato	or	
J. W. MORTELL, now doing	business as MORTELL COMPA	NY.
BY: (Respondent)	Vice President and General Manager Title	5-17-88 Date
BY: (Respondent)	Title	Date
BY: (Respondent)	Title	Date

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

	Valdas V. Adamkus Regional Administrator		
×	Morton Phiokol Inc. BY: (Respondent) S. Jay Stewart	President & Chief Operating Officer Title	5/13/88 Date
	BY: (Respondent)	Title	Date
	BY: (Respondent)	Title	Date

^{*(}on behalf of Bee Chemical Company, Morton Chemical Company and Adcote Chemicals, Inc.)

HCS RIJFJ

IT IS SO AGREED AND ORDERED:

DI:			
٧a	ldas V. Adamkus	_	
Re	egional Administrator –		
	_ //		
	111111111111111111111111111111111111111	Senior Vice Presi	dent
BY:	(Mistaglier Jal-		May 27, 1988
:	(Respondent)	Title	Date
5			
BY:	(Respondent)	Title	Date
BY:			
	(Respondent)	Title	Date

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

200	das V. Adamkus ional Administrator	<u>-</u>	
BY:(The O'Brien Co Thils Jew Man (Respondent)	IP. Sec v chem.	5-18-88 Date
BY:	(Respondent)	Title	Date
BY:	(Respondent)	Title	Date

-38-

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

BY :		
Valdas V. Adamkus Regional Administrator	-	
Occidental Chemical Corpora (successor to Diamond Shamu Chemicals Company) BY: Michael J. Rudick	ation rock Vice President & General Counsel Title	May 20, 1988 Date
BY: (Respondent)	Title	Date
BY: (Respondent)	Title	Date

SIGNATURE PAGE FROM CONSENT ORDER

American Chemical Services, Inc.
Griffith, Indiana
CERCLA Site

HCJ KI/FJ

IT IS SO AGREED AND ORDERED:
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus Regional Administrator	
OWENS-CORNING FIBERGLAS CORP. BY: Kathur J. Counsel (Respondent) Title	5/23/88 Date
BY: (Respondent) Title	Date
BY: (Respondent) Title	Date

ALJ KIJFJ

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

BY:

Valdas V. Adamkus
Regional Administrator

BY:

(Respondent)

Title

Date

(Respondent)

Title

Date

for PPG INDUSTRIES, INC.

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus Regional Administrator

BY: PACKAGING CORPORATION OF AMERICA

(Respondent)

Title

Date

Wice President

(Respondent)

C. C. Poirier

Title

Date

Title

Date

Law Bivision
By Glosen

on behalf of Ekco Products and Ekco-Alcoa Containers

IT IS SO AGREED AND ORDERED:
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

BY:		
Valdas V. Adamkus Regional Administrator		
For Packard Instrument Co.		
BY: hall Profe	President	May 6, 1988
(Respondent)	Title	Date
Richard T. McKernan		
BY: (Respondent)	Title	Date
BY: (Respondent)	Title	Date

IT IS SO AGREED AND ORDERED:

Valdas V. Adamkus Regional Administrator	_	
BY: Flank Police (Respondent) Peacock Colors Inc	PROS. Title	5/21/88 Date
BY: (Respondent)	Title	Date
BY: (Respondent)	Title	Date

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas Regiona	V. Adamkus al Administrator	ON CARP.	
ву: Э/	Réspondent)	<u>President</u>	5-10-88 Date
BY:	Respondent)	Title	Date
BY:	Respondent)	Title	Date

For Pelron Corp.

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

-38-

DI:		
Valdas V. Adamkus Regional Administrator		
RICHARD V. BRETZER	8	
$\sim \Lambda f$		5/20/88
By: hillips of MARTIN Co	Title	Date
BY:		
(Respondent)	Title	Date
BY:		
(Respondent)	Title	Date

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

	aldas V. Adamkus egional Administrato	or	
BY : X	Const Meden (Respondent) LEONARD NIEDER	PRESIDENT PIONEER PAINT PRODUCTS, Title	INC. 5-31-88
BY:	(Respondent)	Title	Date
BY:_	(Respondent)	Title	Date

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

	aldas V. Adamkus egional Administrator	-	
P BY :	licon Corp. for Packagii (Respondent) Edw. P. Ellington	Vice-President	Grove, ILL. 5/16/88
BY:_	(Respondent)	Title	Date
BY:_	(Respondent)	Title	Date

IT IS SO AGREED AND ORDERED:
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus
Regional Administrator

BY:

(Respondent)

Title

Date

BY:

PIERCE & STEVENS, INC.

(Respondent)

Title

Corporate

Corporate

May 31, 1988

(Respondent)

PRATT & LAMBERT, INC.

IDENTIFIED ENTITIES:

PIERCE & STEVEN
PYROXYLIN PRODUCTS, INC

ACS RI/FS
RECEIVED MAY 0 3 1988

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus Regional Administrator

BY: Um 4 fyin Mediatin M. 3/26/88

(Réspondent) Title Date

BY: (Respondent) W-KINAVE 5/26/88

BY: Raru a Truck UP-Assr 6M 5/26/88

(Respondents) Title Date

ALL AS OFFICERS OF PRECISION BRAND PRODUCTS, INC., ASSIGNEE OF DU PAGE MANUFACTURING COMPANY

BY:		
Valdas V. Adamkus	•	
Regional Administrator		
PRIMERICA CORPORATION (formerly A	merican Can Company)	
for itself and Marathon Corporati	on	
BY: ///	Vice President Title	May 31, 1988
/ (Respondent)	Title	Date
BY:		
(Respondent)	Title	Date
BY:		
(Respondent)	Title	Date

IT IS SO AGREED AND ORDERED:

Valdas V. A Regional Ad				
BY: Dani		Vice President and General Counsel Title	May 20, 1988 Date	
BY: (Respo	endent)	Title	Date 2	
BY: (Respo	ondent)	Title	Date	

	das V. Adamkus ional Administrator		·
Per by: U	(Respondent)	Listelet Title	5/16/88 Date
BY:	(Respondent)	Title	Date
BY:	(Respondent)	Title	Date

IT IS SO AGREED AND ORDERED:

BY 2			
Bacio	s V. Adamkus nal Administrator	-	
Ron	as Cofferand Bran	Incorporated	
BY: Ster	(Respondent)	Incorporated Vice Grondont Title	May (8,1988
			•
BY:	(Respondent)	Title	Date
BY:	/Posnondent)	Title.	Data
l l	(Respondent)	Title	Date

BI :		 -	
	das V. Adamkus gional Administrator	- ROGERS CARTAGE	- Co.
ву :	arus R. Kembas (Respondent)	ROSERS CARTAGE ENVIRONMENTAL MANGGER	5/33/88
BY:	(Respondent)	Title	Date
BY:	(Respondent)	Title	Date

IT IS SO AGREED AND ORDERED:
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus Regional Administrat	or	
BY: Lefeth Sadill (Respondent) ROLLPRINT PACKAGING PR		5- 5 - 88 Date
BY: (Respondent)	Title	Date
BY: (Respondent)	Title	Date

BY: Val	das V/ Adamkus ionak Administrator		
ву:	(Respondent) STROM REFUSE REMOVAL	Title SERVICE, INC	5/27/88
BY:	(Respondent)	Title	Date
BY:	(Respondent)	Title	Date

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus Regional Administrator		
RUST-OLEUM CORPORATI	ON	
BY: S Batt	Vice President	5/31/88
(Respondent)	Title	Date
(Respondent)	Title	Date
BY:		
(Respondent)	Title	Date

IT IS SO AGREED AND ORDERED:
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

	Valdas V. Adamkus Regional Administrator		
BY:	Safety-Kleen Envirosystems Com (formerly Inland Chemical Corp	pany	
	(Respondent)	Title	Date
BY:	Nobert W Williams	Vice President	5-17-88
	(Respondent)	Title	Date
BY:			•
	(Respondent)	Title	Date

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

	das V. Adamkus gional Administrator	•	
BY:		WILLIAMS Wice President Title	5-20-88
BY:	(Respondent)	Title	Date
BY:	(Respondent)	Title	Date

on behalf of Sherwin Williams

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Ad Regional Adm		SMITH-VECTOR	CORP.
BY: Kouak (Respon	I Day!		May 26, 1988 Date
BY: (Respon	ident)	Title	Date
BY: (Respon	ident)	Title	Date

on behalf of Smith-Victor Corp.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

-38-

BY:		
Valdas V. Adamkus Regional Administrator	-	
St. Clair Mfg. Corp. BY: (Respondent) John Salamone	Treasurer Title	5/18/88 Date
BY: (Respondent)	Title	Date
BY: (Respondent)	Title	Date

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

BY:	Valdas V. Adamkus Regional Administrator		
BY:	STANDARD T CHEMICAL COMPANY, INC.	Charles.	May 20, 1988
	(Respondent)	James D. Jensen Vice President and	Date General Manager
BY	(Respondent)	Title	Date
BY	(Respondent)	Title	Date

also on behalf of montgomery ward

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

_	aldas V. Adamkus egional Administrator		
BY :	Respondent)	Executive Vice President Title	June I, 198 Date
BY:_	(Respondent)	Title	Date
BY:_	(Respondent)	Title	Date

on behalf of Storcraft

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

	ldas V. Adamkus gional Administrator		
BY :	STEPAN Co. (Respondent)	SR.V.P.	5/4/98 Date
BY:	(Respondent)	Title	Date
BY:	(Respondent)	Title	Date

ALSO IDENTIFIED : NINOL LASS

On behalf of Stepan

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus Regional Administrator		
STERLING ENGINEERED PRODUCTS INC.		
BY: PW Fletcher (Respondent)	Attorney	5/25/88
(Respondent) P. W. Fletcher	Title	Date
BY:		
(Respondent)	Title	Date
BY:		
(Respondent)	Title	Date

ENTITIES IDENTIFIED:

LONGLITE INC. U.P. GAS MULDING CORP.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Regional Administrato	or	
Stuart Paint Co. By: N/K/A Stuart Industr	rial Coatings, Inc.	5-19-88
(Respondent)	Title	Date
BY: C. J. KOWALSKI	President	5-19-88
(Respondent)	Title	Date
By. O Kasa Colo	' President	5-19-88

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus Regional Administrator		
Sullivan Varnish Co. BY: // Mian / Stair & (Respondent)	Pitle	May 76, 88
BY: (Respondent)	Title	Date
BY: (Respondent)	Title	Date

. ACS RI/FS

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus Regional Administrator T.L. Swint Phonograes The (J.A. Gits Plastic (ap.)) By (Respondent)	President Title	5/20/00 Date
BY: (Respondent)	Title	Date
BY: (Respondent)	Title	Date

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

	Valdas V. Adamkus Regional Administrator TECHNICAL	PRODUCTS	
X	BY: (Respondent)	Pres	Date
	BY: (Respondent)	Title	Date
	BY: (Respondent)	Title	Date

on behalf of Technical Petroleum

ACS RI/FS

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

	das V. Adamkus ional Administrator		
BY:	TEEPAK, AINC. (Respondent) J. A. Meyer	General Manager Title	May 24, 1988 Date
BY:	(Respondent)	Title	Date
BY:	(Respondent)	Title	Date

-38-

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

BY :	Valdas V. Adamkus Regional Administrator		
BY :		Director of Human Resources	May 27, 1988
	(Respondent)	Title	Date
	Robert Zimmanck Teledyne Post	for the Frederick Post	Company
BY:			
	(Respondent)	Title	Date
BY:	:		
	(Respondent)	Title	Date

IT IS SO AGREED AND ORDERED:
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

BX:			
	Valdas V. Adamkus Regional Administrator		
	TEXECO INC.		
BY:		Senso Atomy	My 4 1988
	(Respondent)	Title	Bate
	George E. Mittelholzer	Senior Attorney	May 4, 1988
BY:	Live 5 MM	Jeno Attrace	may 4,1988
•	(Respondent)	Title	Date
	George E. Mittelholzer	Senior Attorney	May 4, 1988
BY:			
	(Respondent)	Title	Date

(on Behalf of Toxaco and chemplex)



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus Regional Administrator	•	
THE BORG-WARNER CORPORATION		
BY: Xauell	Vice President	5/31/88
(Respondent)	Title	Date
BY: (Respondent)	Title	Date
BY: (Respondent)	Title	Date

IDENTIFIED ENTITIES:
BORG WARNER (SPRING IN)
BORG WARNER CORD
MARBON CHEMICAL

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus Regional Administrator	INC.	
BY: Janglitz A Slift (Respondent)	Vice President Title	May 26,1988 Date
BY: (Respondent)	Title	Date
BY: (Respondent)	Title	Date

on behalf of thiele- Englahl Inc.

IT IS SO AGREED AND ORDERED:
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

BY:			
	ldas V. Adamkus egional Administrator		
BY:	(Respondent)	PRESIDENT TILLE	5/9/88 Sate
BY :	J. Bernaul (Respondent)	TREPSWIER TITLE	Date
BY:	(Respondent)	Title	Date

John P. Zopp, Jr. President THE TINGSTOL COMPANY 1340 W.Fullerton Avenue Chicago, Illinois 60614

ACS RI/FS

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

	yaldas V. Adamkus Regional Administrator		
BY : _	Malto M. Crim (Respondent) UNION O: Company of California For W. H. BARBER	Assistant Coquiel	5-23-88 Date
BY:	(Respondent)	Title	Date
BY:	(Respondent)	Title	Date

ALS RI/FS

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus Regional Administrator	•	
BY: W. P. Timbly (Respondent)	PIRECTOR Title	5-23-85 Date
BY: (Respondent)	Title	Date
BY: (Respondent)	Title	Date

on behalf of Lithcote

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

BY:		
Valdas V. Adamkus		
Regional Administrator	•	•
UNIROYAL PLASTA	5 COINC	
BYX Jehn Mal	President & CEO	MA 25, 1888
(Respondent) Richard A. Trafas	Title	Date
BY:		
(Respondent)	Title	Date
BY:		
(Respondent)	Title	Date

On behalf of Uniroyal Plastics

ACS RI/FS

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus Regional Administrator	•	
UNITED TECHNOLOGIES CORPORATION* BY: (Respondent) William H. Trachsel	Vice President and Deputy General Counsel Title	May 24. 1988 Date
BY: (Respondent)	Title	Date
BY: (Respondent)	Title	Date

*on behalf of:

- 1) Amos Molded Products, predecessor in interest to United Technologies Automotive, Inc., a wholly owned subsidiary of United Technologies Corporation; and
- 2) Interchemical Corporation, predecessor in interest to Immont Corporation, formerly a wholly owned subsidiary of United Technologies Corporation.

ACS RI/FS

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

BY: Valdas V. Adamkus Regional Administrator		
V. J. Dolan Co. BY: (Respondent)	SECRETARY/CORP. COUNSEL Title	6-1-88 Date
BY: (Respondent)	Title	Date
BY: (Respondent)	Title	Date

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

	aldas V. Adamkus egional Administrator		
	The Valspar Corporation	on and Elliott Pair	nt
BY:_	D.C. Oela	Secretary	May 23, 1988
	(Respondent)	Title	Date
BY:_	(Respondent)	Title	Date
D			
BY:_	(Respondent)	Title	Date

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

	das V. Adamkus ional Administrator	-	
	Bour Janto (Respondent)		5-26-88 Date
BY:	(Respondent)	Title	Date
BY:	(Respondent)	Title	Date

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus Regional Administrator		
Western Publishing Company, Inc. (Respondent)	General Counsel	5/23/88 Date
BY: Jou M. Schaffel	Title	Date
BY: (Respondent)	Title	Date

ACS RI/FS

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Va Re	ldas V. Adamkus gional Administrator WES	TINGHOUSE ELECTI	eic Corp
× BY:	(Respondent)	MAR MGR.	5/27/88
BY:	(Respondent)	Title	Date
BY:	(Respondent)	Title	Date

on behalf of Westinghouse

ACS RI/FS

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus Regional Administrator		
Whiteco Industries, In BY: Mennis E. Tacker (Respondent)		May 9, 1988 ent Date
BY: (Respondent)	Title	Date
BY: (Respondent)	Title	Date

IDENTIFIED ENTITY:

WHITE ADVERTISING INC

ACS RIJES

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus Regional Administrator		
By: Witco Chemical Company (Respondent)	Attorney Title	6/1/88 Date
BY: (Respondent)	Title	Date
BY: (Respondent)	Title	Date

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus Regional Administrator		
WORUM FIBERGLASS SUBY: Respondent)	<u> </u>	5-27-88 Date
BY: (Respondent)	Title	Date
BY: (Respondent)	Title	Date

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus Regional Administrator		
ZENITH ELECTRONICS COR	PORATION (Rauland Division	1)
BY: Mil Mor-	President, CRT Group	5/4/88
(Respondent) MELVIN L. MOORE	Title	Date
BY: (Respondent)	Title	Date
(opondene)		
BY: (Respondent)	Title	Date

MON J. J. COB

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

BY:		
Valdas V. Adamkus		
Regional Administrator Ashland Chemical Co.		
Mana Chemicae Co.	Administrative Vice	:
11 77 - FA	President and	
(Respondent)	General Counsel	06/09/88
(Respondent)	Title	Date
BY:		
(Respondent)	Title	Date
5 0.		
BY: (Respondent)	Title	Date
(we aboute it e)		Date

on behalf of Ashland Chemical Company and Big Ben Chemical Co. SIGNATURE PAGE FROM CONSENT ORDER

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus	-	
Regional Administrator Champion International Corp.	Vice President	
XBY COTTS SOU	Senior Counsel	5/31/88
(Respondent)	Title	Date
BY:		
(Respondent)	Title	Date
BY:		
(Respondent)	Title	Date

on behalf of Pollock (St. Regis) Paper

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

	s V. Adamkus onal Administrator		
BY:	ase Enducto 6./ (Respondent)	Vice Chairman.	c/3/88
BY:	(Respondent)	Title	Date
BY:	(Respondent)	Title	Date

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus Regional Administrator		
Dennistan Ltd. BY: Wm D. Deurusten (Respondent)	President_	May 20, 1988
BY: (Respondent)	Title	Date
BY: (Respondent)	Title	Date

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

	Valdas V. Adamkus Regional Administrator		
ζ.	BY: C. Thomas Lattus (Respondent) C. Thomas Walters	Vice President Title Textone, Inc.	6-1-88 Date
	BY: (Respondent)	Title	Date
	BY: (Respondent)	Title	Date

IT IS SO AGREED AND ORDERED:
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

valdas V. Adamkus Regional Administrator PT. DEALBORN LITTE (BY: Mudla bulk (Respondent)		6/6/88
(Respondent) BY:	Title	Date
(Respondent) BY:	Title	Date
(Respondent)	Title	Date

on behalf of Fort Dearborn Litho

IT IS SO AGREED AND ORDERED:
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

	Valdas V. Adamkus Regional Administrator	6.D. Soule	+ C
BY:		Vice President and General Manager,	5/17/88
	(Respondent)	Title Searle Chemicals	Date
BY:	(Respondent)	Title	Date
BY:	(Respondent)	Title	Date

On behalf of G.D. Searle and co.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

IT IS SO AGREED AND ORDERED:

ACS RI/FS

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus Regional Administr	ator	
Midland Division of the I	exter Corporation	
BY:		
(Respondent)	Title Vice President,	Date
100	Research &	
BY: 2-C-Chemo		5/31/88
(Respondent)	Title	Date
//		
BY: (Respondent)	mitla	Date
(vesbourenc)	11016	Dare

on behalf of Midland Industrial Finished

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus Regional Administrator		
REDSON RICE (SRAPOR ANON BY: (Respondent)	President Title	Jun 17, 1592
BY: (Respondent)	Title	Date
By: (Respondent)	Title	Date

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

BY:
Valdas V. Adamkus
Regional Administrator
REFINERS TRANSPORT & TERMINAL ,
CORPORATION

TITLE: CLaeman

DATE: 1,488

IT IS SO AGREED AND ORDERED:
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

BY:	valdas V. Adamkus Regional Administrator		
BY :		Director, Environmental Affairs	May 1988
	(Respondent)	Title	Date
BY :	(Respondent)	Title	Date
BY:	(Respondent)	Title	Date

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus Regional Administrator		
SINCLAIR & VALENTINE	·, L.P.	
BY: Stew D. Backer	ENV. SUCS. MGR	6/16/88
(Respondent)	Title	Date
BY:	****	
(Respondent)	Title	Date
BY:		
(Respondent)	Title	Date

On behalf of Sinclair and Valenting

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus Regional Administrator	-	
BY: OK MANCATURED (Respondent)	Vighnedent USS	6-2-88 Date
BY: (Respondent)	Title	Date
BY: (Respondent)	Title	Date

on behalf of U.S Steel and U.S Steel Supply

IT IS SO AGREED AND ORDERED: UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus Regional Administrator VARN PRODUCT	ts Co. INC	
By: James Clatson (Respondent)	G.R.A. Chemist	May 31, 1988
BY: (Respondent)	Title	Date
By: (Respondent)	Title	Date

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus Regional Administrator		
VELSICOL CHEMICAL	CORP.	
BY: CManion	V.P. ENVIRONMENTAL	6/8/22
(Respondent)	Title	Date
BY:		
(Respondent)	Title	Date
BY:		
(Respondent)	Title	Date

on behalf of Velsico Chemical Corp.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus

Regional Administrator

Vice President June 23, 1988

Date

Decretary June 23, 1988

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

R	aldas V. Adamkus egional Administrator The NutraSweet Co	•	
BY:_	(Respondent)	Title	Date
BY:_	Line to Sally (Respondent)	Vice President & General Chunsel Title	May 31, 1988 Date
BY:_	(Respondent)	Title	Date

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

BY:			
	ldas V. Adamkus		
/re	gional Administrator		
//	SC Johnson		
BY:	Mr Que		06-10-88
-	(Respondent)	Title	Date
N:	ico J. Meiland	••••	
	\		
BY:			
	(Respondent)	Title	Date
BY:			
	(Respondent)	Title	Date

Identified Entitie:

Johnson Wex

Johnson Wex

S. C. Johnson Wax Co.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

Valdas V. Adamkus Regional Administrator UNION CARBIDE CORP.		
BY: Tackson (Respondent)	Director, Environmental Affairs Title	June 2, 1988 Date
BY: (Respondent)	Title	Date
BY: (Respondent)	Title	Date

on behalf of Lordon Chemical, Haynes Stellite, Union Carbide Linde and Union Carbide Visking

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

BY:		
		

Valdas V. Adamkus Regional Administrator

BY:

M. Sherman Drew Jr.

Executive Vice-President NILES CHEMICAL PAINT CO.

DATE: 6-25-1988

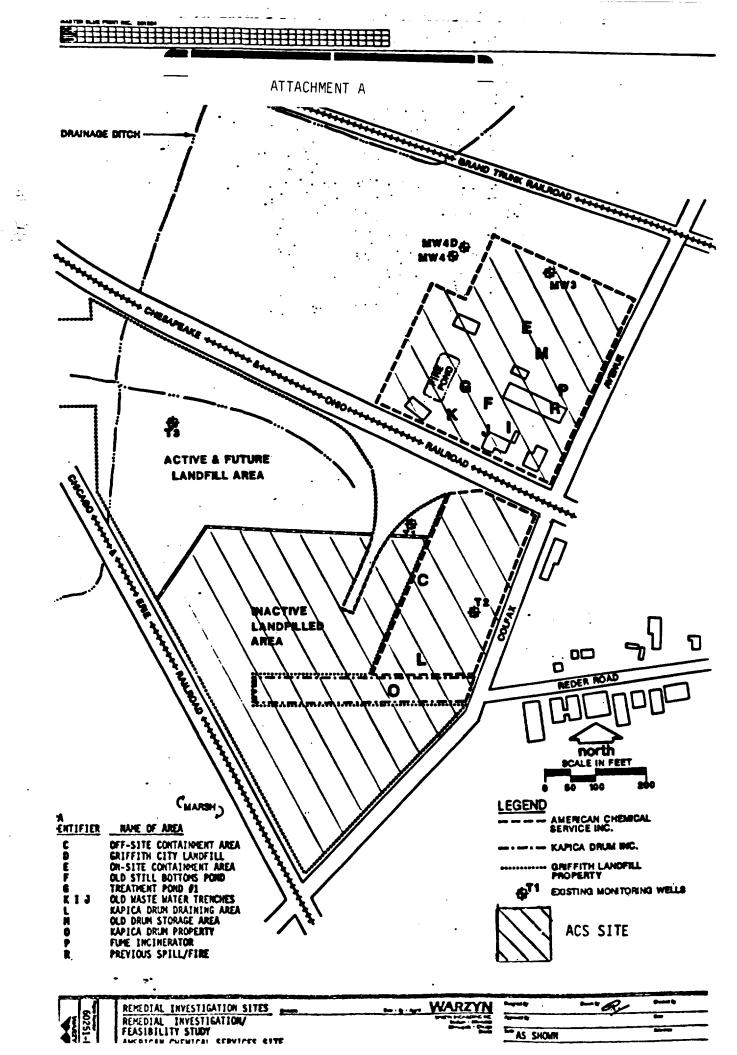
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

BY:		
Valdas V. Adamkus Regional Administrator		
PREMIER COATINGS, I	Ng.	
BY: Edward R. Andrus. Ir. (Respondent)	President Title	5/11/00 Date
BY: (Respondent)	Title	Date
BY: (Respondent)	Title	Date

Premier Paint + VARMISH

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION V

	valdas V. Adamkus Regional Administrator		
BY:	Jay Vandenberg (Respondent) WHIRLPOOL CORP.	Corporate Director, Administration Title	June 27, 1988 Date
BY:	(Respondent)	Title	Date
BY:	(Respondent)	Title	Date



ATTACHMENT B

RESPONDENTS TO AMERICAN CHEMICAL SERVICES, INC. RI/FS CONSENT ORDER

Company

3M Company (also Commercial Chemical and National Advertising)

AMD Industries, Inc. (Advertising Metal Display)

Abbott Laboratories

Acme Printing Ink Co. (also on behalf of Packaging Inks)

Acme Steel Co. (on behalf of Interlake Steel)

Adheron Coatings Corp.

Aigner Products Co. (formerly G. J. Aigner Co.)

Allied Signal Inc. (on behalf of Allied Chemical Corp., Barton-Blakeslee, Inc. Printing Plate Supply Co. and Woodstock Die Casting)

Amerace Corp. (on behalf of Emconite Div. and Emconite Div. (Stimsonite)

American National Can Co. (formerly National Can Corp.)

American Roller Co.

*Ashland Chemical Co., Division of Ashland Oil, Inc. (also on behalf of Big Ben Chemical)

Ashland Petroleum Co., Division of Ashland Oil, Inc.

^{*}Note: An asterisk before a company (*) indicates Non-Premium Settling Respondent. A company without an asterisk before its name is a Premium Settling Respondent.

Atlas Electric Devices Co.

Auburn Diecast Corp.

Bagcraft Corp. of America

Ball Corp. (Kent Plastics, Caspers Tin Plate)

Baxter Healthcare Corp. (on behalf of Hamilton Industries)

Bennett Industries

Breuer Electric Mfg. Co.

Breve Corp. (formerly Meyercord Co.)

Brunswick Corp.

Burwood Products Co.

C. P. Hall Company

*CSX Transportation, Inc.

CTS Corp.

Ceco Corporation (on behalf of The Ceco Corp. and Ceco Steel Products)

Champion International Corp. (on behalf of Pollack - St. Regis Paper)

Chase Products Co.

Chicago Adhesive Products Co.

Chicago Loop Auto Refinishing Co., Inc.

Chicago Rotoprint, Inc. (Krueger Ringier, Inc.)

Coca-Cola Foods, Division of Coca-Cola Corp.

*Continental Can Co., Inc.

Cudner and O'Connor Co.

DAP, Inc. (on behalf of Master Bronze and Powder Co. and Inland Coatings and Aerosol Co.)

Daubert Chemical Co.

*DeMert and Dougherty, Inc.

Denniston, Ltd.

*DeSoto, Inc. (on behalf of DeSoto and Illinois Paint Works)

Dietzgen Corp. (formerly Eugene Dietzgen Co.)

*DiversiTech General, Inc. (f/k/a General Tire and Rubber Co. d/b/a GenCorp Automotive)

Dixline Corporation

Dreeblan Paint Co. (formerly Dreeblan Paint Supply Co.)

*E. I. DuPont de Nemours & Co. (Conoco)

*Eli Lilly and Company

Ericsson, Inc. (on behalf of Anaconda Wire and Cable)

Exacto Products (Textone, Inc.)

Federal Paper Board Co., Inc.

Flint Ink Corp.

Fort Dearborn Lithograph Co.

Freeman Chemical Corp.

*G. D. Searle & Co.

GCA Corp. (on behalf of Precision Scientific)

Gast Manufacturing Corp.

General American Transportation Corp. (GATX)

General Electric Co. (on behalf of GE Appliances, GE and RCA Hotpoint)

General Motors Corp. (on behalf of Delco Radio, Fisher Body, General Motors Assembly)

*Glidden Company (on behalf of Glidden, Glidden Paint and Varnish, Glidden-Durkee (Nubian), Glidden Durkee)

Great Lakes Terminal & Transport Corp.

Hitco (on behalf of Hawley Products)

Hugh J. McLaughlin & Son

Hydrite Chemical Co. (on behalf of North Central Chemicals)

Hydrosol, Inc.

*Illinois Bronze Paint Co.

*Industrial Coatings Group, Inc. (successor to Joanna Western Mills)

Insilco Corp. (on behalf of Enterprise Paint)

International Minerals and Chemical Corp.

International Shoe Co., Division of Interco, Inc.

J. T. Clark Co.

James River Corp. (on behalf of Kalamazoo Vegetable Parchment and H. P. Smith Co.)

John Crane, Inc. (Crane Packing Co.)

KNS Companies, Inc. (Kerr Chemicals, Inc. and Kerr KMS Companies, Inc.)

Kencote Laminations, Inc.

Knowles Electronics, Inc.

Lake Salvage, Inc.

Littelfuse, Inc.

Lockformer Co.

Mallinckrodt, Inc. (Mallinckrodt Chemical)

Manta Vincor Steel Corporation

Martin Marietta Corp. (American Marietta)

Matthews Paint Co.

- *Midland Division of Dexter Corp.
 (on behalf of Midland Industrial Finishes)
- *Milton Bradley Co. (on behalf of Playskool)
- *Mobil Oil Corp. (on behalf of Mobil Chemical, Mobil Finishes, Superior Oil)

Mortell Co. (J. W. Mortell)

- *Morton Thiokol, Inc. (on behalf Bee Chemical Co., Morton Chemical Co. and Adcote Chemicals, Inc.)
- *Motorola, Inc.

Niles Chemical Paint Co.

*Nutrasweet Co.

O'Brien Corp.

Occidental Chemical Corp. (successor to Diamond Shamrock Chemicals Co.)

Owens-Corning Fiberglass Corp.

PPG Industries, Inc. (on behalf of PPG and Houston Chemical)

*Packaging Corp. of America (on behalf of Ekco Products and Ekco-Alcoa Containers)

Packard Instrument Co.

Peacock Colors, Inc.

Pelron Corp.

Phillips and Martin Co.

*Pioneer Paint Products, Inc.

Plicon Corp. (on behalf of Packaging Laminators)

Pratt and Lambert, Inc. (on behalf of Pierce and Stevens, Inc. and Pyroxylin Products, Inc.)

Precision Brand Products, Inc. (on behalf of DuPage Mfg. Co.)

Premier Coatings, Inc. (Premier Paint & Varnish)

Primerica Corp. (on behalf of American Can Co. and Marathon Corp.)

R. R. Donnelly & Sons Co.

Redson Rice Corp.

Refiners Transport & Terminal Corp.

Reichhold Chemicals, Inc.

Reliable Paste & Chemical Co.

Revere Copper and Brass, Inc.

Rogers Cartage Co.

Rollprint Packaging Products, Inc.

Roy Strom Refuse Removal Service, Inc.

Rust-oleum Corp.

S. C. Johnson & Son, Inc. (also on behalf of Johnson Wax, Johnson Wax Co., and S. C. Johnson Wax Co.)

Safety-Kleen Envirosystems Co. (formerly Inland Chemical Corp.)

St. Clair Mfg. Corp.

*Sherwin Williams Co.

Sinclair & Valentine, L.P.

Smith Victor Corp.

*Standard T. Chemical Co., Inc. (also on behalf of Montgomery Ward)

Starcraft Co.

Stepan Company (on behalf of Stepan and Ninol Labs)

*Sterling Engineered Products, Inc. (Conolite, Inc., J. P. Gits Molding Corp.)

Stuart Industrial Coatings, Inc. (Stuart Paint Co.)

Sullivan Varnish Co.

T. L. Swint Industries, Inc. (J. A. Gits Plastic Corp.)

*Technical Products, Inc. (on behalf of Technical Petroleum)

Teepak, Inc.

Teledyne Post (on behalf of Frederick Post Co.)

Texaco, Inc. (on behalf of Texaco, Inc. and Chemplex Co.)

*The Borg-Warner Corporation (Borg-Warner Spring Division, Borg-Warner Corp., Marbon Chemical)

Thiele-Engdahl, Inc.

Tingstol Co.

USX Corp. (on behalf of U.S. Steel and U.S. Steel Supply)

Union Carbide Corp. (on behalf of London Chemical, Haynes Stellite, Union Carbide Linde, and Union Carbide Visking)

Union Oil Co. of California (on behalf of W. H. Barber)

Union Tank Car Co. (on behalf of Lithcote)

Uniroyal Plastics Co., Inc. (Uniroyal, Inc.)

United Technologies Corp. (on behalf of Amos Molded Products and Interchemical Corp.)

V. J. Dolan Co.

Valspar Corp. (on its behalf and Elliott Paint & Varnish)

Varn Products Co., Inc.

Velsicol Chemical Corp.

W. C. Richards Co.

Western Publishing Co., Inc.

Westinghouse Electric Corp.

Whirlpool Corp.

Whiteco Industries, Inc. (on behalf of White Advertising, Inc.)

Witco Chemical Co.

Worum Fiberglass Supply Co.

Zenith Electronics Corporation (Rauland Division)